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— IN THE —

SUPREME COURT OF BRITISH COLUMBIA

ON APPEAL TO THE FULL COURT.

BETWEEN

THE GUARDIAN ASSURANCE COMPANY, OF LONDON,

(Defendants) Appellants,

AND

STEPHEN JONES,

(Plaintiff) Respondent.

CASE ON APPEAL.

GEO. JAY, Jr.,

Solicitor for Appellants.

FRED. G. WALKER,

Solicitor for Respondent.

VICTORIA, B. C.

"THE COLONIST" STEAM PRINTING HOUSE,

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In the Supreme Court of British Columbia.

BETWEEN

STEPHEN JONES,

(Plaintiff)

AND

THE GUARDIAN ASSURANCE COMPANY, OF LONDON,

(Defendants.)

Writ issued May 11th, A. D. 1888.

STATEMENT OF CLAIM.

1. The Plaintiff is a Hotel Keeper residing at Victoria, and carrying on business 10 until lately as a Hotel Keeper in the premises known as the International Hotel, at Esquimalt, British Columbia.

2. The Defendants are an Incorporated Fire Insurance Company, carrying on business at Victoria, British Columbia, through their Agents, Messrs. Turner, Beeton & Company.

3. The Plaintiff by a Policy of Assurance numbered 1422,703, bearing date the 22nd day of November, 1886, duly effected an insurance against fire with the Defendants' Company on his one storey frame building, cotton lined, on frame partitions, used as an hotel, situate at Esquimalt aforesaid, and known as the International Hotel, and on his furniture therein contained for the total sum of \$4,000. The following are the particulars: 20

On the said building.....	\$2,000
On the said furniture.....	2,000
	\$4,000

4. The insurance was effected on the terms and conditions in the said Policy contained, and it was thereby provided that the said Policy should continue in force until the 18th day of October, 1887, and so long afterwards as the Plaintiff should pay to the Defendants the yearly premium as therein provided and the Defendants should accept the same.

5. The Plaintiff paid all premiums and did all other things to keep the said Policy in force until the 18th day of October, 1888.



6. On the 12th day of February, 1888, while the said Policy was in full force a fire broke out on the aforesaid premises, and totally destroyed the said buildings and furniture.

7. The Plaintiff at the time of the making of the said Policy, and thence, until the happening of the said fire, was interested in the said goods and building so insured as aforesaid to the amount for which the same were respectively insured on the said Policy.

8. The loss to the Plaintiff by reason of the said fire is a loss by fire within the meaning of the said Policy, and all things have happened, and all times elapsed necessary to entitle the Plaintiff to be paid by the Defendants the sums insured on the said Policy, but the Defendants have not paid the same or any part thereof. 10

9. On the 13th day of February, 1888, the Plaintiff duly claimed from the Defendants' Agents, Messrs. Turner, Beeton & Company, the sum of \$4,000 in respect of the above mentioned losses.

10. The said Defendants then refused to pay to the Plaintiff such sum or any sum in respect of the above mentioned losses until an enquiry should have been held by a magistrate as to the cause of the fire.

11. An enquiry was duly held at Esquimalt on the 1st day of March and following days before Eli Harrison, J. P., and a Jury of four; the said Jury brought in a verdict that the cause of the fire was unknown to them.

12. On or about the 12th day of March, 1888, after the finding of the verdict in 20 the last paragraph mentioned, the Plaintiff, through his Solicitor, again demanded from the Defendants payment of the said sum of \$4,000 in respect of the above mentioned losses.

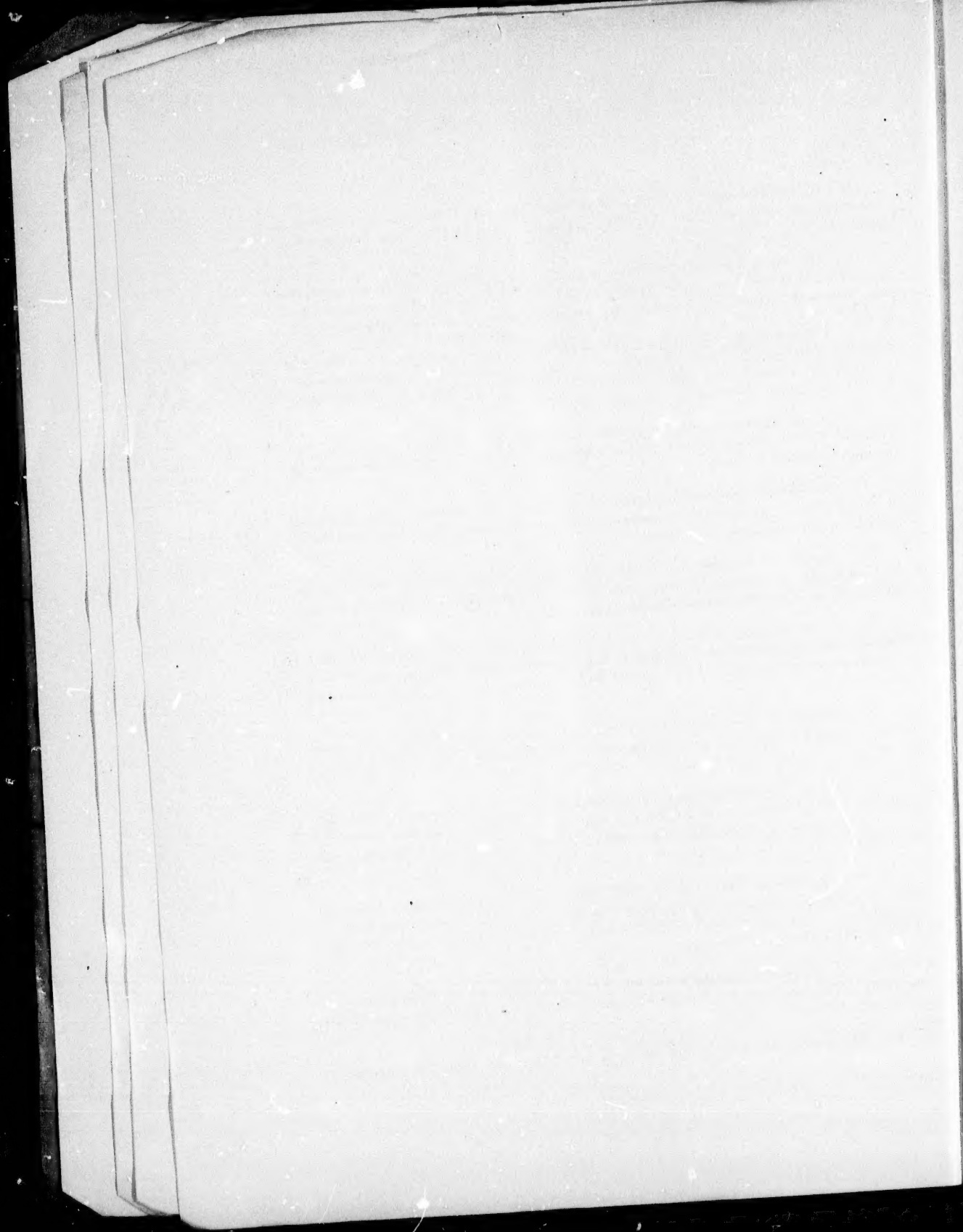
13. In reply, the defendants by their Solicitors, on the 13th of March, 1888, wrote to the Plaintiff's Solicitor, offering to pay \$2,500 in full settlement of the Plaintiff's claim.

14. In reply, the Plaintiff again demanded from the Defendants on the 14th day of March, 1888, the said sum of \$4,000 and the repayment to him of all expenses he might be put to owing to the Defendants keeping possession of certain furniture of the Plaintiff's. 30

15. On or about the 20th day of April, 1888, the Plaintiff offered to have the question in dispute herein decided by arbitration, and gave notice to the Defendant's to that effect, and he also gave the Defendant's notice that he appointed George Lindsay, of Victoria District, his arbitrator.

16. The Defendants objected to the said George Lindsay, and the Plaintiff then, on April 25th, 1888, appointed Mr. Joseph Wigglesworth to act for him in the place of the said George Lindsay.

17. The Defendants delayed appointing an arbitrator until about the 19th day of



May, 1888, and then appointed Mr. Clinton Ballentyne, a Life Insurance Agent, to act as their arbitrator herein.

18. The Plaintiff objected to the said Ballentyne acting as such arbitrator, on the ground that, being an Insurance Agent, he was not a proper person to act as arbitrator herein

19. The Defendants refused to withdraw the appointment of the said Mr. Clinton Ballentyne, or appoint any other person in his place.

20. On the 11th day of May, 1888, the Plaintiff gave notice to the Defendants in writing that he withdrew from his offer to arbitrate.

Amended and allowed at trial January 18th, 1889.

10

(Signed.)

GEO. A. WALKEM, J.

"21. The Plaintiff says the Defendants waived the irregularity (if any) with respect to the condition in the policy mentioned relative to preliminary proof of loss and never demanded any proofs other than those furnished by Plaintiff.

"22. The Plaintiff further says that he did all acts and things necessary to be done or performed, on his part, with respect to the condition in said Policy relating to arbitration and the Defendants waived any irregularities (if any) on the Plaintiff's part in respect thereof, and the efforts made by Plaintiff in that behalf were rendered ineffectual by reason of the action of the Defendants."

20

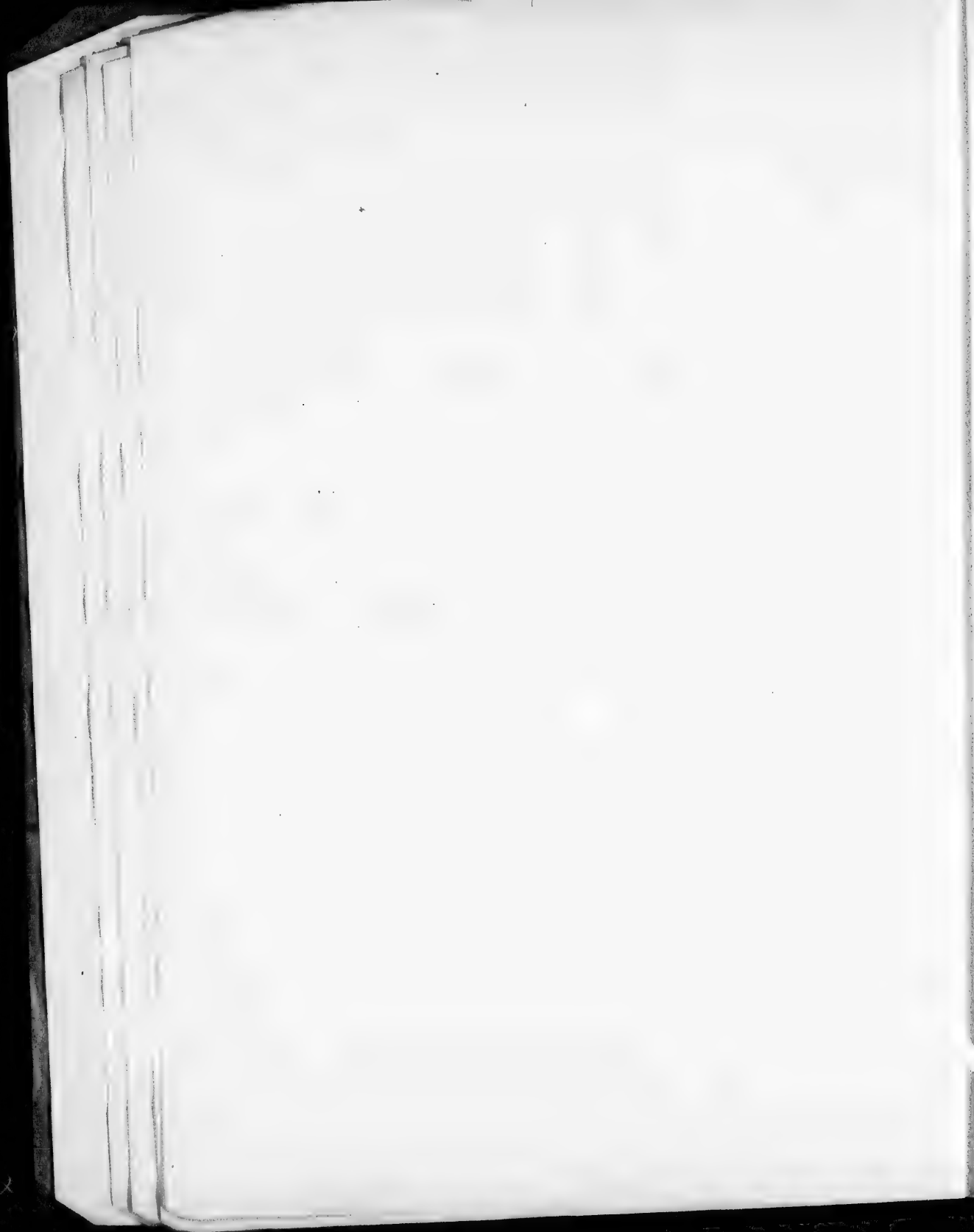
The Plaintiff claims :—

1. \$4,000 under the said policy.
2. Interest on \$4,000 at the rate of 6 per cent. per annum from the date of the said fire until the date of Judgment.

Delivered this 13th day of July, 1888, by Fred G. Walker, of Langley street, Victoria, Solicitor for the Plaintiff.

STATEMENT OF DEFENCE.

1. The Defendant's deny the allegations contained in paragraphs 3, 4 and 5 of the statement of claim.
2. The Defendants deny that a fire broke out on the Plaintiff's premises and totally injured or destroyed the said premises and furniture, as alleged in paragraph 6 of the said statement of claim.
3. The defendants deny the several allegations contained in the 7th paragraph of the statement of claim.



4. In the circumstances herein appearing the Defendants deny the several allegations in the 8th paragraph of the statement of claim, except the allegation that they have not paid the sums insured by the said policy or any part thereof.

5. The policy effected with the Defendants was subject to the condition that on the happening of any loss by fire to any of the property thereby insured, the insured within fourteen days after the alleged loss should deliver to the Defendant Company a particular account as the nature of the case would admit, and should also make proof of the same by his declaration or affirmation, and produce such other evidence in support thereof as might be reasonably required, and until such condition had been complied with no loss should be recoverable under the said policy, and the Defendants say that 10 the said condition has not been complied with or fulfilled by the Plaintiff.

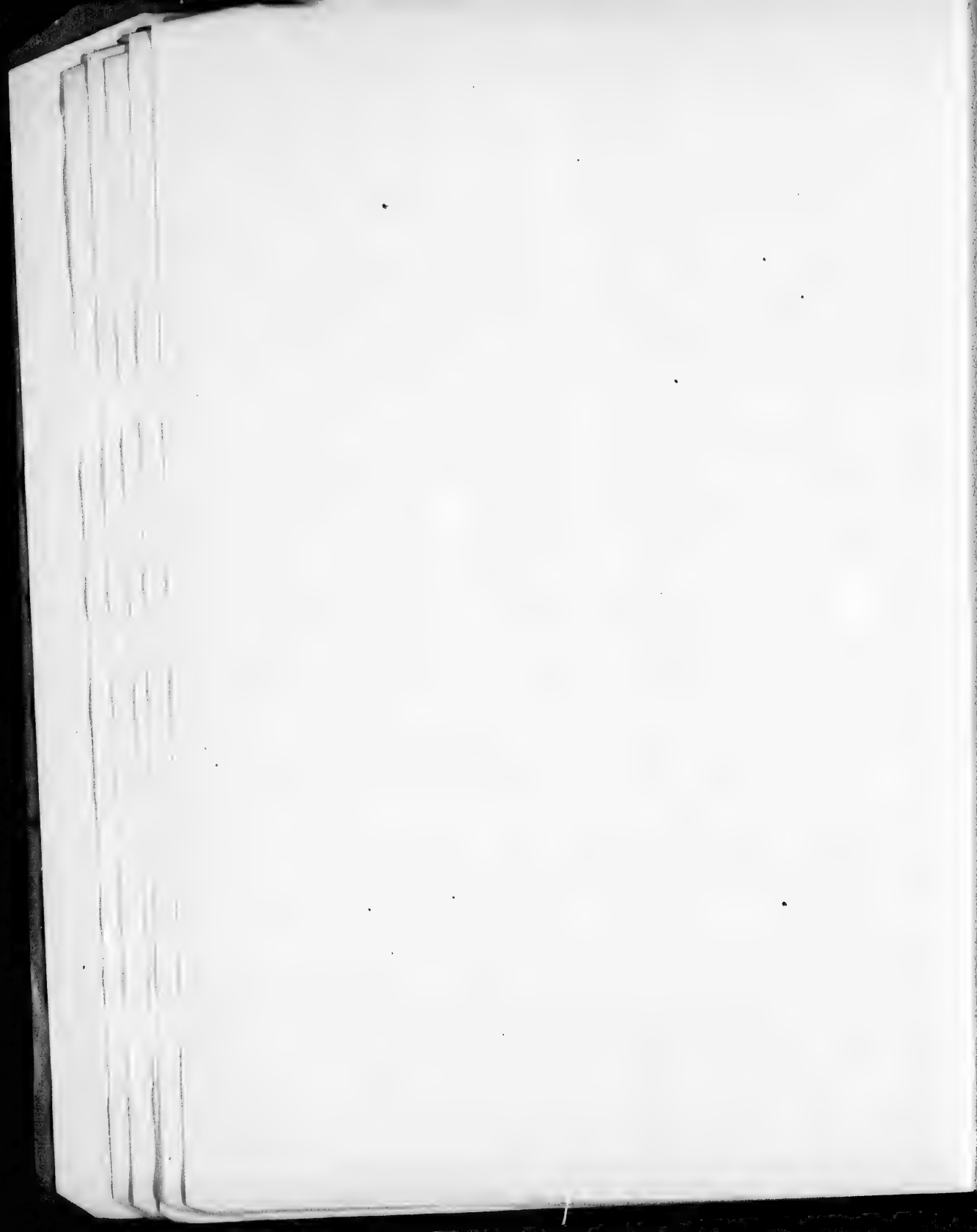
6. The said policy was subject further to the condition that if after the alleged loss or damage, the claim made by the insured should be, in any respect, fraudulent, or if any wilful false declaring or affirming should be made in support thereof, the Claimant should forfeit all benefit under the said policy, and the defendants say that the claim made by the Plaintiff was fraudulent, and that wilful mis-statements as to the amount quality and value of the said property and furniture were made in support of such claim with intent to induce the Defendants to pay the sum of four thousand dollars, or a part thereof, and the Defendants say that in consequence of the premises all benefit under the said policy became, and was thereby forfeited. 20

7. The Defendants do not admit the allegations contained in paragraphs 9, 10 and 11, respectively, and say that the verdict referred to in the last mentioned paragraph is not therein correctly set forth.

8. The Defendants do not admit paragraphs 12, 13 and 14 of the statement of claim or any of the statements therein contained, and say that after Plaintiffs' refusal to accept the sum of \$2,500 in full, which offer was intended to be without prejudice to the Defendants' rights to dispute all liability in connection with the said policy, the correspondence referred to, merely requested that the Plaintiff should prove his loss, if any, according to the terms and conditions of his said policy.

9. The Defendants further say that the policy was subject to a further condition 30 that if any dispute or difference should arise with respect to the amount of any claim for loss or damage by fire, such difference should be submitted to arbitrators, indifferently chosen, and the defendants say that such condition is a condition precedent to the Plaintiff's right of action with which he has not yet complied.

10. The Defendants say that after the Plaintiff had agreed to arbitrate, and had appointed three successive arbitrators, and had objected to the arbitrator named by and on behalf of the Defendants, the Defendants still being ready and anxious to have matters settled, offered to leave the appointment of arbitrators to this Honorable Court, or a Judge thereof, but the Plaintiff, after first agreeing to the above proposition, and before any agreement of reference to arbitration could be drawn up and settled, notified the 40 Defendants that he declined to have the matters in dispute settled by any arbitrators.



Save as above stated, the Defendants deny the allegations contained in paragraphs 15, 16, 17, 18, 19 and 20 of the said statement of claim.

11. The Defendants further say that, notwithstanding all liability in respect of the said policy is disputed by them, they have been willing, and still are ready and willing, with the view of promptly settling any claim of the Plaintiff in respect to such policy, to submit the matters in dispute, or any of them, to the decision of any two arbitrators, to be chosen by this Honorable Court, or Judge thereof, and are willing to pay such loss (if any) arising out of the said fire, as may be found to have been sustained by the Plaintiff.

Delivered this 31st day of July, 1888, by Messrs. Yates & Jay, Langley street, Victoria, Solicitors for the Defendants.

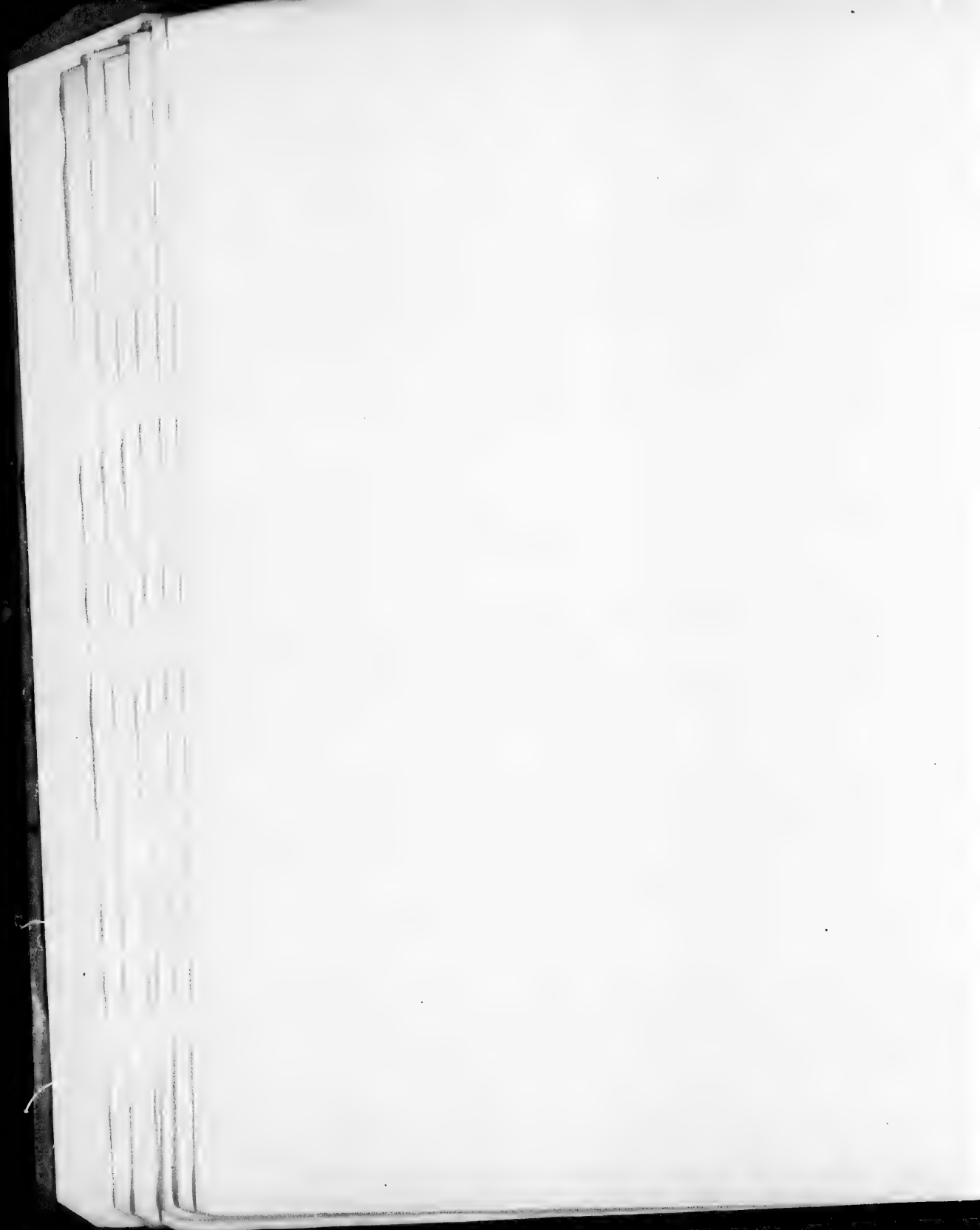
STATEMENT OF REPLY.

The Plaintiff joins issue upon the Defendants' statement of defence, except in so far as the same contains admissions.

Delivered the 11th day of October, 1888, by Fred. G. Walker, Plaintiff's Solicitor.

INTERROGATORIES.

1. Is it not a fact that at the date of the fire your wife, or one or more of your sons, was, as well as yourself, also interested in the International Hotel Premises, Esquimalt, and the contents thereof, and if so, to what extent was either, or both, so interested. Was any other person interested with you in the said premises, furniture or business, and if so, state the name of such person or persons, and to what extent he, she or they, was or were so interested?
2. Is it not a fact the premises were not all full furnished at the date of the said fire, and were not some of the rooms empty, except as to having bedsteads in the same?
3. Did not the carpets in most, if not all, the rooms consist of strips of odd remnants of carpet, if not, state the quality and size of each carpet in every room, specifying whether any, and what rooms were without carpets?
4. Was not the furniture in the said hotel of a cheap quality and character, and was not a considerable portion, and if so, state how much of old furniture was saved from the previous fire on May 4th, 1885; was any, and if so, what portion brought from the 30 Dominion Hotel?
5. Did you not state, on oath, at the enquiry at Esquimalt, in March last, to discover the cause of the fire, that most of your furniture for the said hotel was purchased at Messrs. Weiler's and Schl's furniture stores, and that the furniture mentioned in the list sent in by you to the Defendant Company, was purchased at the said Schl's and Weiler's stores?



6. Did you not state on the said enquiry that you had no bedsteads in the hotel so cheap as \$3.75 each, and was not the said statement false and inaccurate? Did you not state at the said enquiry that you had got the value of the furniture mentioned in the said list from Weiler's and Sehl's bills?

7. Were not the said premises and furniture insured in some other, and what Insurance Company, or Companies, shortly, previous to the said fire? Were such policies cancelled previous to the fire, if so by whom and on what grounds?

8. In your application for insurance in the British Columbia Mutual Insurance Company, did you not state that the amount of concurrent insurance you had on the said hotel and furniture was \$2,400 on the hotel, and \$1,600 on the furniture, and if not, what statement (if any) with reference to concurrent Insurance did you make?

9. Did you not state at the said enquiry that all your furniture was of good first-rate quality, and that none of the said furniture was purchased at auction sales?

Delivered the 31st day of July, 1888.

ANSWERS TO INTERROGATORIES.

In answer to the said interrogatories, I, the above named Stephen Jones, make oath and say:—

1. In answer to paragraph 1 of the said Interrogatories, I say:—

That on the 12th day of February, 1888, I was the sole owner of the International Hotel, and the furniture therein contained.

20

2. In answer to paragraphs 2, 3 and 4 of the Interrogatories, I say:—

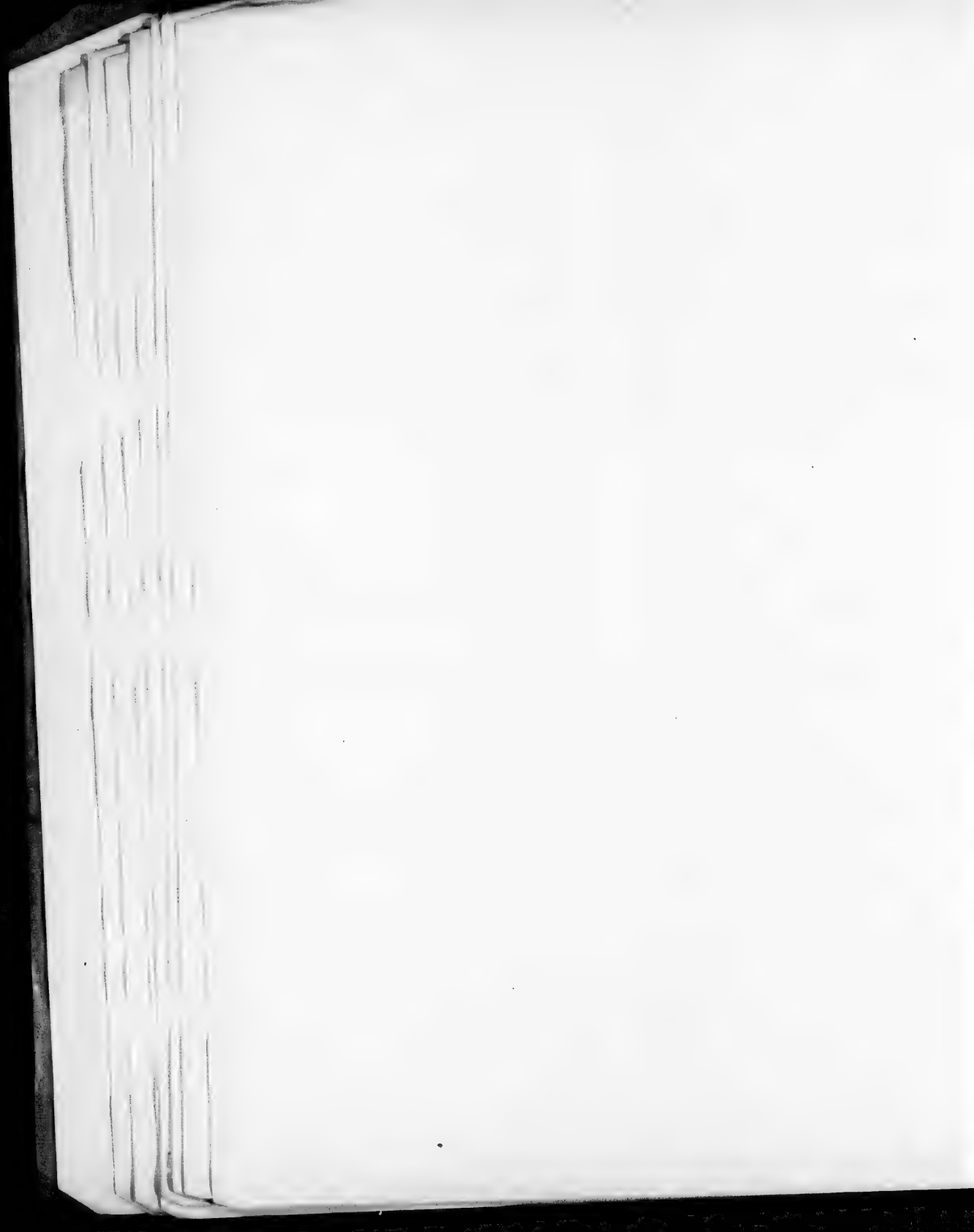
That I object to answer them on the ground that they are irrelevant to the matters in question in the action as appearing on the pleadings.

3. In answer to paragraphs 5, 6, 7 and 9, I say:—

That I object to answer them on the ground that they are questions concerning answers made by me on oath at the enquiry at Esquimalt in March last to discover the cause of the fire, and that the evidence then given by me is a matter of record, and known to the Defendants, as well as myself.

4. In reply to paragraph 8 I say:—

That my application for insurance in the British Columbia Mutual Insurance Company, was in writing, and to the best of my knowledge, information and belief, was produced to the Court at the enquiry mentioned in paragraph 3, that it is irrelevant to the matter at issue in this action; that the statements contained in the said application are as much within the knowledge of the Defendants as they are within my knowledge, and that they refer to a contract made between me and the parties other than the Defendants herein.



ESQUIMALT, B. C., 1st March, 1888.

Enquiry into the cause or origin of a fire whereby the building, known as the International Hotel, at Esquimalt, was destroyed, on the 12th February, 1888, held before E. Harrison, Stipendiary Magistrate for British Columbia.

The following Jurymen were sworn in, viz :—

JOHN DORAN,—Foreman.

JOHN J. RUSSELL.

RICHARD PHILLIPS.

WILLIAM ROTHWELL.

Stephen Jones, sworn. The hotel that was burned at Esquimalt on the 12th February, last, known as the International Hotel, was my property—I owned the building and furniture in it. I leased the land on which it stood. The Hotel was all furnished, well furnished every bit of it. Three years ago next 4th of May, it was burned down ; before I re-built and immediately re-furnished it, I had an inventory of the furniture, but it was burned in the last fire ; I had some articles in the place that were not insured. I have no list or any entry in my books showing what furniture I had. I bought the furniture in different places. The bills for the furniture are also burnt, I suppose. The furniture was of good quality. My wife bought some of the furniture, and I did so also. I have made no claim on the Insurance Companies for the furniture destroyed, I gave them a list since the fire happened; I made the list up in my house in Victoria. I don't 20 know what papers were burned in the fire. I have a memorandum in Victoria of what was destroyed; I received the notice produced marked "A" I did not bring a list of the articles destroyed, as I had given a list to the Insurance Company. Gilmore has been staying with me since the fire. Two or three months before the fire I was insured in the British Columbia Mutual Insurance Company for \$1,000, but the Company, at my instance, cancelled the policy last January; I insured with them in October, 1886, the same day I insured in the Guardian Assurance Company; I verbally told Mr. Gibbons that I intended to give the British Columbia Mutual Insurance Company an insurance also for \$1,000. The agents for the two Companies knew I was insured in both Companies. I heard that the fire started in the upper garret, but I do not know where it 30 began. When the fire occurred I was in Victoria, Gilmore was the only man in the place, I believe, at the time of the fire. Mr. James Lemon designed the building; the garret was never roomed in at all. There were fourteen beds in it. The empty space behind the partition wall was not used as a store-room. My son kept the books and accounts of the hotel in a desk upstairs in his room. Gilmore slept in the same room. I don't remember the number of the room now. My son left for California some time ago. Gilmore kept the books after my son left. Mr. Deasy, the Chief Engineer of the Fire Department, first told me of the fire. There was a small fire in the building a little before Christmas, I wasn't there when it happened. It happened on Saturday night. It began in Jones' room, while I was in Victoria. There was \$15.00 damage done then. 40 My son and wife were in the hotel then. There was a shingle caught fire afterwards, but my son put it out. I was insured for \$4,000 in the Guardian, \$2,000 on the house,

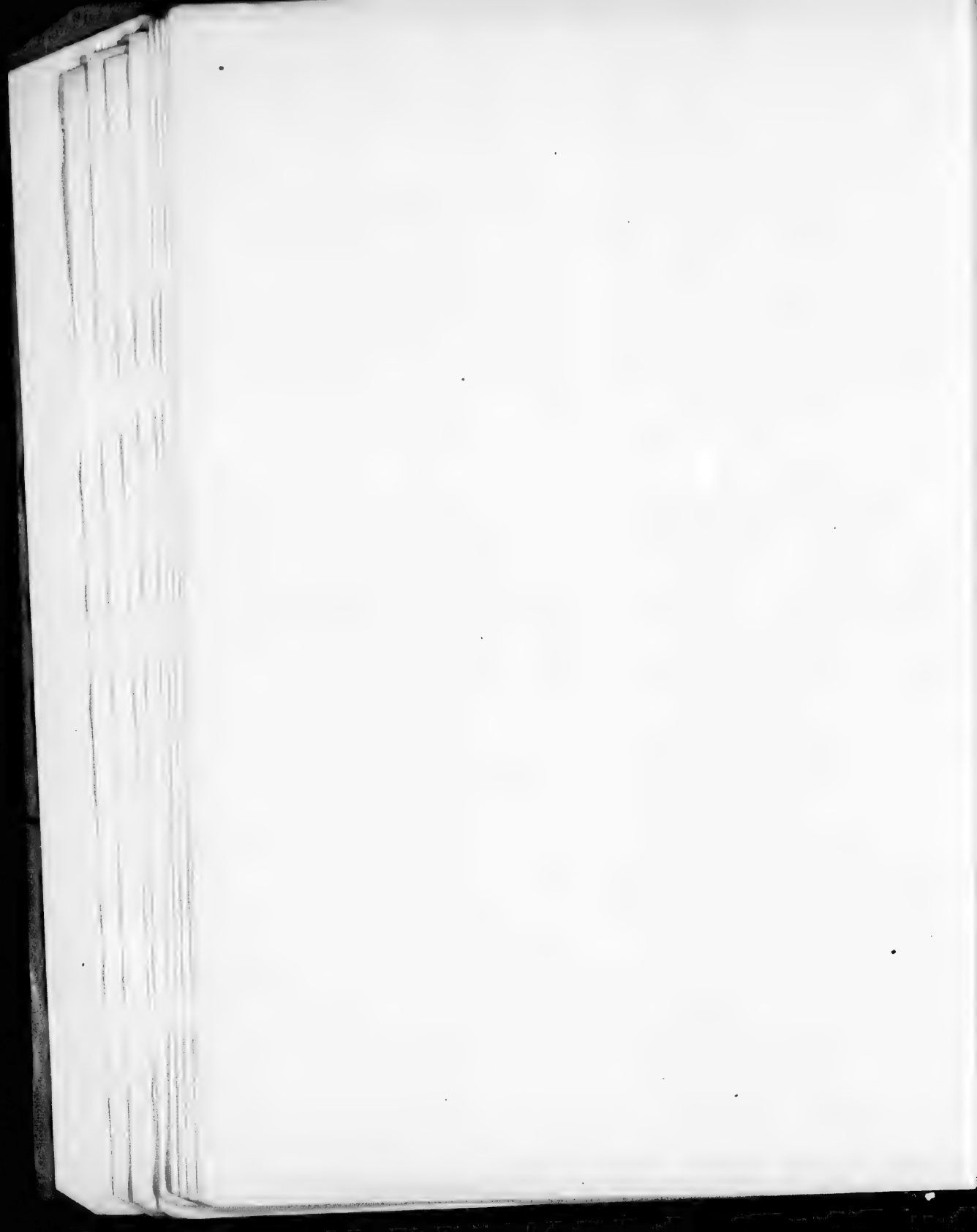


and \$2,000 on the furniture. Policy produced No. 1422703 marked B. I had the following stock of liquors in the hotel at the time of fire: One barrel of rye whiskey, more than half full; ten gallons of brandy; two cases case brandy; five gallons of rum; one case of ale, and one case of porter. I do not know the value of my stock of liquors. There was a great deal of liquor lost; I don't know how much; I didn't tend the bar; I was doing a big business in it. There were only two boarders and lodgers. My wife was living in the hotel. We had a Chinese cook. We had a good business since the dry-dock was built, but have only a few boarders since. I came down on hearing of the fire. When I got to the scene of the fire the place was burnt down. There was \$4,000 worth of furniture in the house at the time of the fire. The building cost me from \$3,500 to \$4,000. I furnished the Insurance Company a list of my loss. No one slept in the attic. 10

(Signed), E. HARRISON, S. M. }
STEPHEN JONES, }

Stephen Jones recalled:

I have no bills of my furniture; I bought mostly all my furniture from Sehl's and Weiler's I did not buy any from auction sales. I had my hotel rebuilt in three or four weeks after the fire in 1885. I had it ready for occupation a little after the first of June, 1885; I furnished it immediately after it was rebuilt; it was fully furnished by the 1st October, 1886, when I insured, but anything I required I bought from time to time afterwards. I do not know who made out the list sent into the Insurance Company 20 marked E. It was read over to me and I put it into the Insurance Company, and the list is correct as to articles claimed to have been destroyed; but I did not put in the list all the insured articles which were destroyed. The furniture mentioned in that list was bought at Weiler's and Sehl's. I do not know how much of the furniture was new. I brought some of the furniture from the Dominion Hotel. I don't know the value of the articles in room 1, nor in room 2, nor in room 3, nor in room 4, nor in room 5, nor in room 6; I don't know the value of the furniture in any of the rooms. I put in the claim. I got the value of the furniture in room No. 1 from Weiler's bills, I got the valuation of the furniture in room No. 2 from Weiler's bills, that is what I paid him cash down for them. I got the valuation of the furniture in room No. 3 from Weiler's and Sehl's; 30 bills, the same as to room No. 4. I got the valuation of the furniture in room 5 from Sehl's and Weiler's, the same as to No. 6; the same as to No. 7; the same as to 8, 9, 10; also the attic; I did not buy from any one except Weiler and Sehl. The same answers apply to the hallway furniture. I don't know where the linen was bought from. The sundries upstairs were bought from Weiler's and Sehl's. The cooking utensils were bought at different places. The furniture in the parlor and bar-room all came from Weilers. Rooms 1, 2, 3 and 4, in fact all the rooms, were furnished at the time I was insured. I have always had the Dominion Hotel insured, except some short space of time in a year when I may have not renewed the policy at its expiration. I never let the policy on the Dominion Hotel, and furniture in it, run out for a year. The last three 40 years the insurance on the Dominion Hotel and furniture was \$5,000. I never brought furniture from the Dominion Hotel to the International Hotel at all, but occasionally would bring bedding or blankets from the Dominion Hotel to the International. I never



broke up the furniture in the Dominion Hotel to supply the International Hotel. I never supplied the Dominion Hotel with anything from the International Hotel. The furniture in the Dominion Hotel was of good quality. I don't keep any cash-book. My son used to do so, but it was burnt up. Some of the furniture was cheap. I had no bedsteads as cheap as \$3.75. I had some bedsteads in the International which were sold to me as ash. I know the price of ash bedsteads—some go from \$10 to \$12 and \$20. I bought one looking glass. We bought Brussels carpets. The Brussels carpets were bought after the hotel was rebuilt. I advertised the International for sale last summer, and I was offered \$7,500, by Cluness, the carpenter. I valued the place at \$10,000. I had paid a great deal for blasting out the foundation. Lost \$500 in sinking the well, 10 The house was licensed. My lease runs out in ten years from last October, with an option of renewal for fifteen years. Langley, four years ago, offered me \$7,000 for the place.

(Signed,) STEPHEN JONES, }
ELI HARRISON, S. M. }

William Gilmore, sworn :

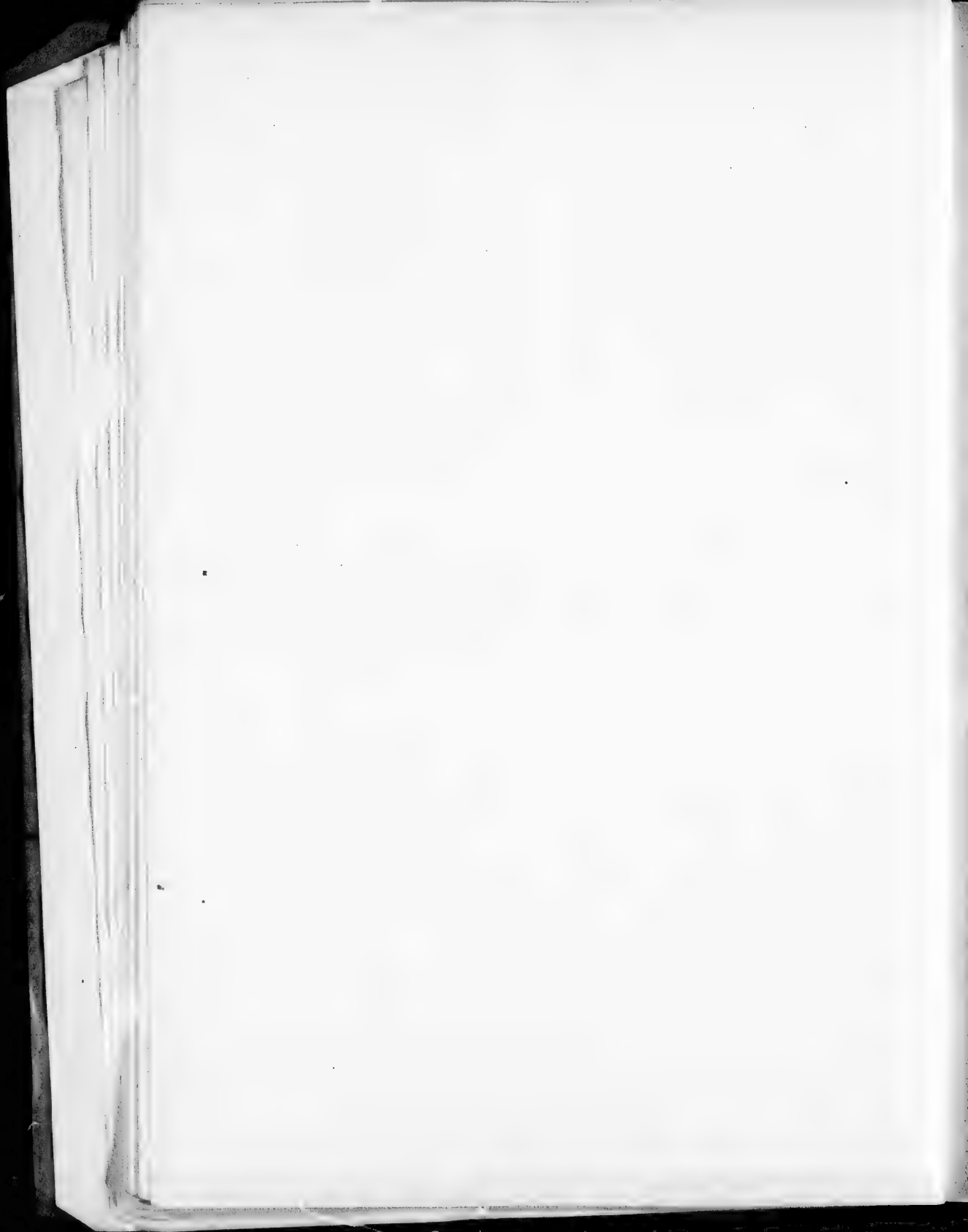
I was employed by Mr. Jones to look after his hotel business. It was my duty to lock up and see the lights were out. It struck ten when I went up-stairs. Mrs. Jones retired at a quarter to nine. I looked about the house. I pulled the lounge in the billiard-room away from the fire-place. All lights were out at ten o'clock. I went to bed, 20 I woke up, and heard something cracking; I thought it was rain on the roof. I went out of my room through the hall. I went back and opened the door to see if it was raining; it was just drizzling. I went back into the hall, and when near the bureau, smelt smoke. I went up-stairs to the attic, opened the door, and was knocked down by the volume of smoke and air which rushed out. I crawled up-stairs again. I produce plan marked D, the fire appeared to be between the partition wall of the attic and the roof of the building. I shut the door and went down to Mrs. Jones' room and woke her up. It was ten minutes or a quarter after five. I got a basin of water and went up again, and found the fire some three or four feet from the corner where I saw it first. I went down again, she was still standing at the door, and asked me for a light: I went back and got one. I 30 asked her if there was anyone who could assist us. She did not answer. I then went out and knocked at Keeler's door, and went back, and she told me to save what I could of the men's clothes who were away. I brought a trunk down, and then brought some boxes down. I then gave the alarm at Keeler's again and then at Croft's. Then I went back to the house again and saw Mr. Muir. I afterwards went and got what I could of my own clothing, and then opened the bar-room door. Mr. Muir and a woman then went up-stairs. I went up again, but could not get to my room, number eight. I told an officer I had not lost much, the principal thing being my watch and chain; I helped to get some things out of the bar-room; we did not take anything out of the bar till Mr. Muir came; we saved some chairs in the bar-room; the sailors brought a bureau 40 and a cash-box out of Mrs. Jones' bed-room; we had glasses, some of them were saved. I don't know how much liquor we had on hand. I have known Mr. Jones for four years. There was a barrel of rye whiskey in the bar, a jar of Scotch whiskey, bottles of Irish

whiskey. The place behind the bar was full of liquors—two barrels of beer. I paid for two barrels of beer while there, four boxes of cigars. There was only a small quantity of liquor saved. I shouted fire when I went to Croft's three times. It was not ten minutes after I saw the fire before I shouted. I didn't shout fire at Keeler's. I did not hear the watchman at the dry-dock cry fire. Mr. Muir was the first man I saw, this was twenty minutes, I think, after the fire, about twenty-five minutes to six. I only went up-stairs once after Mr. Muir came. At twenty minutes to six the stairway was impassable. The bar takings were about two or three dollars per day, some days more. At first the fire seemed to burn slowly. When Mr. Muir came I don't think the building could have been saved, it went like lightning. The Chinaman took two 10 tins of water up and tried to put the fire out. I was never up the attic stairs. Mrs. Jones used to make the beds when at Esquimalt. The fire was as far away from any chimney as you could get it. There were only two chimneys that came above the roof. I could not see anything at all in the attic when I looked. I opened the outer door before Mr. Muir came. There were four outer doors, I opened two. There were two stoves besides the kitchen stove, and two open fire-places.

William Gilmore recalled :

I can't tell if either of the two boarders had keys. There were four doors leading outside. I unlocked the front door after I gave the alarm to Keelers; I went out of the side door, which was unlocked, and kept so, so that the boarders can come. I unlocked 20 the bar-room door. There is an outside door opening into the parlor, it was broken open. The other door is the door leading out of the kitchen. Mrs. Jones unlocked this to call the Chinaman. I took the keys of all the doors of the house, up-stairs with me when I went to bed, except the side door. Neither of the boarders came home that night. They were not there next morning. The watch and chain I lost was a silver watch and a rolled gold chain. I paid \$25.00 for the watch. The furniture in my room was good; I don't know the value of it; I never bought a chair to sit on in my life. I shouted fire as loud as I could; I shouted loud enough for a man to hear me away up the road, if he was listening. I have no idea of the value of the property saved; it is all damage. The keys were on my table. I have no idea how the fire originated. One 30 of the two boarders is in the habit of staying away every Saturday night and Sunday. The other went away on the Saturday evening; one of them had room No. 9, and the other one No. 5. You could get up into the attic from the stairway leading up from the outside door without passing any of the rooms on the first floor. The stairway to the first flat was carpeted; I don't know if the attic stairway was carpeted. The attic was not locked. When I went to bed the night was cloudy, I don't think it was raining, it had been raining before that. At the time of the fire it was a drizzling rain. The building stood by itself. I saw no light or fires in any of the other houses. I put out all the lights before I went to bed. There were no loose matches kept about the place; the boarders had to furnish their own matches.

E. HARRISON, S. M.
WILL. GILMORE.



Wm Gilmore recalled :

The amount I put down as the value of the furniture in room 5, I got from Mrs. Jones. The Insurance Company's clerk told me to make up an itemized account of everything in the house; they wanted the list right away; we tried to get the list in before the Company's Office closed, but were too late.

WILL. GILMORE,
E. HARRISON, S. M.

There were no fires when I went to bed. The eaves of the house lapped over some, I can't say how much. There was no communication between the back part of the building and the attic. 10

WILL. GILMORE,
E. HARRISON, S. M.

I am quite sure there were no fires when I went to bed. I took the trouble of looking and satisfying myself there were none, before I went to bed.

WILL. GILMORE,
E. HARRISON, S. M.

Elizabeth Jones, sworn :

I was staying in the International Hotel the night of the fire; William Gilmore, who had charge of it, was there also. No one else slept there that night. The plan produced, marked C, shows the ground plan and first floor, the attic took up the floor above. 20 I was asleep in my bed-room, shown on ground floor plan. I was waked by Mr. Gilmore knocking at my room door. He told me the place was on fire. I dressed myself, went into the kitchen, woke up the Chinaman, and told him to help Gilmore to put the fire out. I think it was about five o'clock in the morning. I went to get some clothes, I was very nervous. About half an hour after the fire began Mr. Muir and Mrs. Bogle came. I couldn't save much, the fire was all round. Mr. Gilmore gave the alarm to the neighbors. Mr. Muir helped to save things. Some sailors came and helped us. I don't know what was saved. Gilmore's room was number eight. He discovered the fire and told me it was in the attic. After I rescued my two dresses I went over to Mrs. Muirs. I was very nervous. I was not fully dressed. Gilmore's duty is to see every-30 thing is all right. He went to bed last. I went to bed at a quarter to nine and slept till Gilmore woke me. The furniture was new when the house was rebuilt, nearly all of it. I never kept a list of the furniture. There never was a list kept of the furniture. The books were kept in room eight, my son's room. We had no safe. I kept the cash in my own room in a little box. There was \$200 in the box, which was saved. The furniture was bought in Victoria at Weiler's and other places. I kept some of the bills on a file in my bed-room at Esquimalt. We had only two boarders at the time of the fire, Jones and Greaves; Jones paid me \$20 a month; Greaves also paid me \$20 a month.

The bar paid well, \$40.00 per day in summer, but not much at time of fire. It did not cost us much to run the hotel. We only had to pay the bartender \$40 per month, and the cook \$25, till the last month, for that month he was to get \$20. The last butcher bill I paid was \$33, for January. We had a good stock of liquors. There were four cases of brandy, three or four cases of gin, three or four cases of Irish whiskey, one case champagne, two kegs of beer, and other liquors. I made my own bread. I do not know what the grocery bill was. We did not keep two purses. All the rooms were furnished. There were twelve feather beds. Jones' room was number 5; there were four single-bedded, the rest double-bedded. I put in a claim to the Company for the furniture. I furnished my husband with the information to make up the list. I 10 made up the list from my recollection of what was in the place. The beds were all blanketed, two pair of blankets to each bed, the same with the attic beds. I kept the spare linen in my wardrobe and in the bureau up-stairs. The bureau was about 12 feet long, and three or four feet wide. Jones was in the habit of going to Victoria every Saturday night. Jones' room was furnished; there was a bureau and a table, a looking glass, wash-stand, two chairs, jug, everything required was in his room. There was a candle in it and a bed. There was a rocking chair in it. Jones' room caught fire once before this—soon after Jones left. I couldn't tell how that fire occurred. I told my husband that I thought Jones had carelessly thrown a lighted match on the floor. When Gilmore gave the alarm I asked him what was up. He said fire—that the fire was in the attic, 20 and went up-stairs. He came down directly; I stood at the door and asked him for a light; he went up stairs again and brought a candle down, also a pair of boots—a candle in one hand, and a pair of boots in the other. When I got the candle I put on some clothing, and called the Chinaman. When Gilmore first came to the door I saw some smoke. We never stored any candles or matches, or anything else, behind the attic partition. There was no broken bedstead in the house. There was nothing at the head of the stairs leading into the attic.

To Mr. Walls :

I don't know where the fire began. My husband and daughter left Esquimalt on Saturday afternoon, previous to the fire, about four o'clock. There were no stove-pipes going through the attic. The Chinaman slept in a wash-house out in the shed away from 20 the house. I suppose there must have been some foul play, but I can't pitch on anyone. I have plenty of enemies round me. The attic had been vacant some two months.

(Signed,) ELIZABETH JONES,
E. HARRISON, S. M.

Mrs. Jones :

I took a candle in my room on retiring the night of the fire. I never keep a coal oil lamp in my room at night. Never kept a light burning at night. I only kept a few matches on my candle-stick. A couple of inches of candle were in the candle-stick. I had a few matches on the candle-stick. I had out the candle and matches in their usual place, on the bureau near my bed, when I retired. My reason for calling on Gilmore for 4)



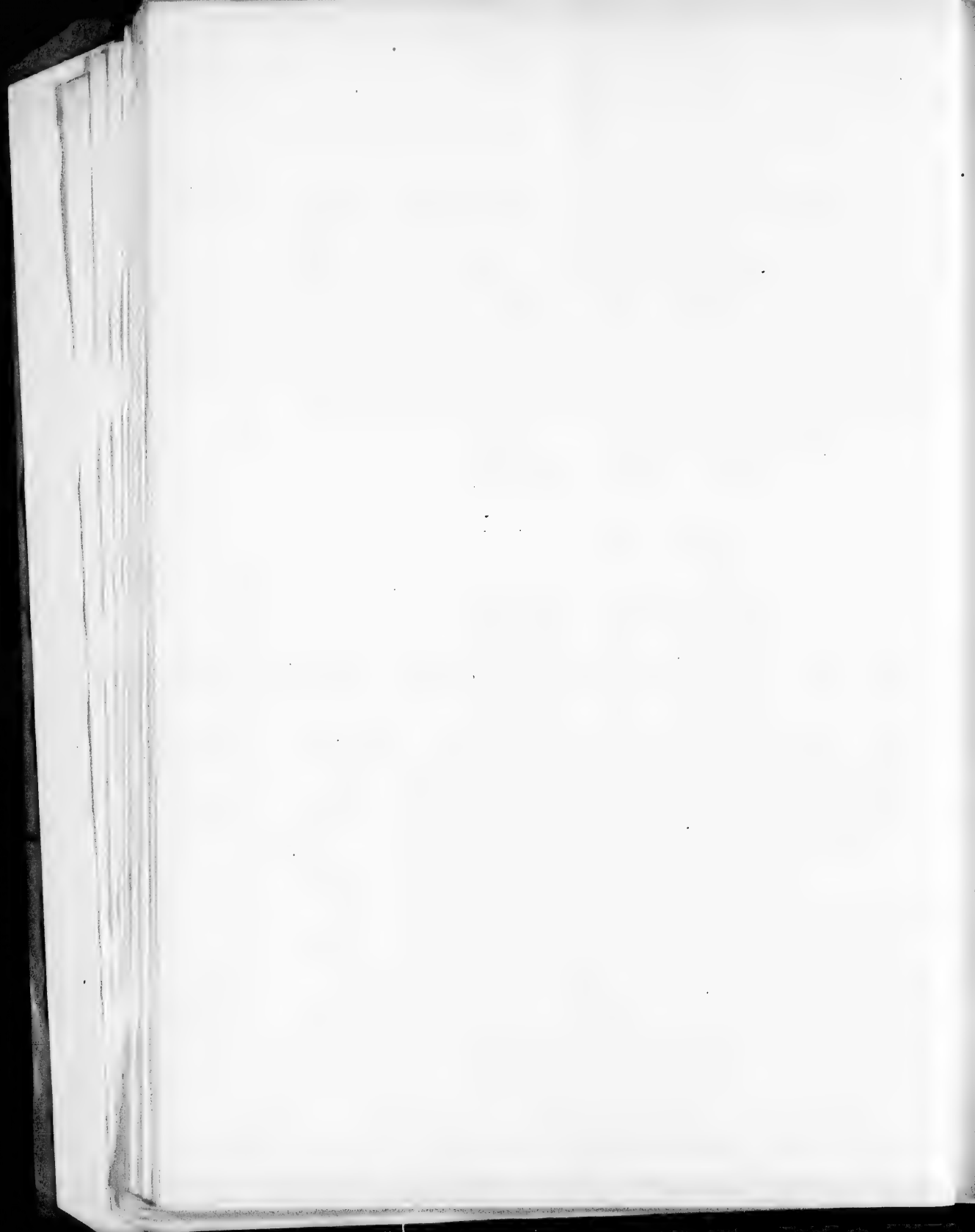
a candle, was because I was so excited and nervous that I could not find the candle; I looked for it but could not find it. When I got the light from Gilmore, I saw the candle and matches on the bureau. I never kept a lamp in my bed-room. The coal oil lamp the Chinaman speaks of was never used in my room. My reason for not having the lamp belonging to my room kept in it, was, because Dr. Helmcken told me not to keep a lamp in my bed-room. Room No. 5 was furnished as stated in the claim put in against the Insurance Company. I value the furniture in room 5 as follows: Bed-room set, \$60.00; chamber set, \$3.00; looking-glass, \$9.00; chairs, \$5.50, rocking chair, \$4.00. Don't know the value of the rack. Carpet cost \$1.75 per yard; feather bed worth \$75.00; spring mattress, \$15.00; sheets, \$2.00; blankets, \$14.00; counterpanes, \$7.00; quilt, \$5.00; 10 pillows and cases, \$4.00. (Witness Gilmore here states room was 12 ft. x 14 ft.) Mr. Gilmore wrote this list. I told him what the things were worth, and he put down the total value of the different articles.

(Signed) ELIZABETH JONES,
E. HARRISON, S. M.

Ah Jim, sworn according to the Chinese custom.

L. Ting, sworn as Interpreter.

I was cook at the International Hotel. I was sleeping there on the night of the fire—outside in a little house at the back. The mistress woke me on the night of the fire, at twenty-five minutes past five. She only told me to get up. I went into the 20 kitchen, hung up my clock, thinking some one wanted a meal, and then she told me there was a fire. She did not say any more then. The bar-keeper and I lit a light and went up-stairs to the third storey, I did not see any flame, but saw smoke as soon as we got to the top of the stairs, which blew out our light. When the light went out I saw a little fire, and ran down again. The fire was about six or seven feet from where I was, the partition wall of the attic was burning near the floor. There was a great deal of smoke. After running down I brought up two coal oil cans of water; I threw one of them on the flame, and smoke came out and I couldn't see, and I crawled down the stairs. The fire was not burning over-head. I couldn't smell anything, I was smothered in smoke after I got down. I told the mistress that the fire was too large for me to do anything. She told 30 me to go up with some men and get some things down. I don't know the men's names. The bar-keeper brought down a box, and I brought down some loose clothes. I tried to go up again, but could not get up. The mistress told me to go and get stuff out of the bar-room. It was a quarter of an hour or twenty minutes after Mrs. Jones called me that help came. When I went up-stairs with the water I could hear people shouting outside in the streets. There were beds up in the attic; a good many, about a dozen. Some time before the fire there were blankets on these beds and straw mattresses. At the time of the fire there were some of the beds without blankets, as the blankets had been taken down-stairs. There was a broken bedstead in the attic behind the partition wall—it had been there a long time. The mistress and the bar-keeper slept in the house 40 the night of the fire. I hadn't been in the attic for three weeks before the fire. When I



went up to get the clothes the ceiling of two bed-rooms were burnt through, and sparks falling down. I didn't see Mrs. Jones after she dressed. Mrs. Jones always brings the lamp out of her room and leaves it in the kitchen for me. The lumpy chimney had been broken for two or three days before, and was on the kitchen table. There was coal oil in the wood-shed. There was a can half full of coal oil in the shed at the time of the fire, and the full can is there yet. There were straw mattresses on the beds and on the floor of the attic. Two of the big mattresses were of hair. The small ones were of straw. The mattresses were stacked up on the beds as high as my chin, one on the floor close to the bed on which the others were. I don't know of any matches up in the attic, and no one has been up there for a long time. Mrs. Jones called me—she said "get up 10 quick." The mattresses were piled up close to the attic entrance. I couldn't see the mattresses when I went up first, there was too much smoke. I told Mrs. Jones when she called me, that it was Sunday, and was too early. She did not answer. The smoke I saw when I first went up was brownish in color. There are a great many rats round the the building.

E. HARRISON, S. M.

L. LING,

Archibald Muir, sworn:

On the morning of 12th February last, our night watchman called me at five, or a quarter past five. He called fire; I asked him where; he told me it was the International²⁰ Hotel. I told him to call John Bogle, who lives next door to the International. I put on my clothes and went through Bogle's house, met the night watchman at the front. I told him to go to the dock-yard and ring the bell, which he did. I then ran across to the International, and could see some one who appeared to be carrying things out. I ran over to Keeler's and called Keeler. Ran back to hotel, went into bar; shouted asking if they knew there was fire in the house. Mr. Gilmore said yes, we are doing all we can. I said, why, you have never called fire. I passed through the billiard-room up-stairs. When I got to the head of the stairs I turned to the right and went along the passage, I could see the fire breaking through the ceiling of the second room on the south side of the building. I passed into the opposite room, which I knew was Jones'. I and Mrs.³⁰ Bogle took the clothes off the pegs and emptied the drawers; carried them to head of stairs; returned again to room at head of stairs, on the north side. It was so full of smoke I could see nothing in it. By this time the fire was coming across the hall to the third room. I then came down and helped Mr. Gilmore to try and get the billiard table out. By this time the fire engine and men from the ships arrived. When I first saw the fire it was on the south side, about four feet west of the chimney. I looked into the rooms as I went along the hallway, and saw gum or tar dropping down, and burning as it dropped. There were three present when we helped to get the billiard table out. The first I saw of Mrs. Jones she was standing on the rock at the west side of building, apparently dressed. I saw no liquors in the bar-room. The bar-room was dark. I had⁴⁰ no conversation with the bar-keeper. When the sailors arrived I saw them trying to save furniture down-stairs. There was no liquor in the bar-room when I left. I watched



the fire burning. It burned well for a wet morning. On the east end on the south corner there was a flame shot up the thickness of a stove-pipe thirty-five feet above the roof. It went up like a sky-rocket. From the rate of progress the fire made I should think it must have been burning nearly an hour before I saw it. I live about 75 yards from the hotel. The ceilings were not plastered. The roof fell in in an hour after I came. There was water thrown on the building from the engine. They could have got the fire out if the engine had been there when I was. The engine arrived half an hour after I did.

E. HARRISON, S. M.

A. C. MUIR.

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A. C. Muir, recalled.

There was a bedstead, bureau and looking-glass in Jones' room, No. 5. No chairs, no wash-stand, no small table, no chamber set. The floor was covered with two or three pieces of carpet. Fred. Jones' trunk was not there. Mrs. Bogle and I were together. There was some dirty clothing behind the door. After the fire was over Gilmore and I had a talk how the fire began. He told me he was in bed asleep—awakened by crackling noise, he thought was rain. He got up, looked around, raining a little, sat down on bed, and still he heard crackling louder. Went to door, saw it was not raining heavily. Then went up in garret, saw smoke, saw no fire. The fire seemed between partition wall and attic roof. He ran down to get some water, called Mrs. Jones and get assistance; 20 on returning fire was so strong I got my face burnt. He told me he lost his watch in the fire. He told me he had called Keeler twice. I had no light when I went into Jones' room, No. 5. Gilmore did not say Keeler came out.

E. HARRISON, S. M.

A. C. MUIR.

John Bogle, sworn :

I am a laborer on the dry-dock. I was roused up the morning of the fire by the dock watchman knocking at my back door, and he told me he thought the International Hotel was on fire. I went to the front and looked out, and saw flames two feet in extent breaking through the roof. I went round to the front of the building—the bar-room. I 30 then went up-stairs and met Mr. Muir with an armful of clothes, and he gave them to me, and I took them to where I lived. I went back again, and saw three beds in three of the rooms on fire. My wife called me down, and I went down. I looked in the rooms. I saw Mrs. Jones standing on the rock. She appeared to be dressed. I didn't speak to her. She was close by our place, afterwards, and said she thought there was foul play. I put the clothes in our own house. I didn't notice any looking glass near our house : don't know if there was one on the verandah. I didn't see a looking-glass, and kick it away.

E. HARRISON, S. M.

JOHN BOGLE.

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Otto Weiler, sworn :

I carry on part of Mr. John Weiler's furniture business.

In June 10th, 1885, S. Jones :—

Tapestry Carpet, 24½ yards, @ \$1.00.

June 15.—Wall Paper, 75 cts.

June 16.—Vases, \$ 1 50

Three Vases, 50c.; Sugar Bowl, 38c. 88

Half dozen Beer Tumblers 75

Sherry Glasses 1 50

Half dozen Baking Dishes 1 00 10

Half dozen Glass Dishes 1 50

One dozen Pie Plates 75

June 17.—One Wine Set 4 50

“ 23.—Hanging Lamp 7 50

“ 24.—Half dozen Single Bedsteads, @ \$3.75 each 22 50

Seven Ash Bedsteads, @ \$7.00 49 00

Half dozen Arm Chairs 16 50

Bedroom Set 56 00

Nine Looking Glasses 6 75

Two “ “ plate 4 50 20

And for Ring in same 75

June 25.—Four Wash-stands 6 00

Three Tables 6 00

Nine Chairs 10 50

July 10.—Three Ewers and two Basins 3 50

Half dozen Oval Glass Dishes 1 25

One Glass Dish, 25c.; 3 Pickle Dishes, 50c. 75

Blue Toilet Set, \$1.50 ; Vases, \$1.50 3 00

1886.

May 27.—One Lamp Wick 12 30

Half dozen China Cups and Sancers 2 25

Cake Stand 4 50

1887.

May 17.—Balance on Wall Paper 2 50

“ 19.—Six Champagne Glasses 1 25

They did buy some things for cash, but not above \$250.00; I can swear they never bought \$1,000 worth of articles for cash from us from June 10, 1885, to the present time. I examined the furniture in the Dominion Hotel yesterday, Mrs. Jones showed me over the place. There are three or four sets worth about \$35.00. The other furniture outside of bedding and carpets, would be worth not more than \$20 per set. Then there was the parlor. Saw blankets worth about \$5 or \$6 per pair, new. There was a nice parlor set, walnut. The frames worth about \$25, and the upholstering \$110. Good carpet. Furniture depreciates about 20 per cent. in value per year, when well kept. I don't know whether the walnut set had a marble top or not; if it had, it would be worth \$5 more. 40

C. D. Lockhardt was employed by us in the furniture department between June 10, 1885, and the present time. He left us about three months ago. I have sold Mrs. Jones wall paper myself for cash, about \$50 worth. They bought glassware from me for cash, about \$50 worth. I did not sell them any furniture for cash, not that I can remember. Some times we gave them receipts when they bought for cash. If anyone came into our place to buy a set of furniture, my brothers, George, Charles, Joseph, myself, O'Brien, or Lockhardt, were the parties who sold.

E. HARRISON, S. M.
OTTO WEILER.

Jacob Sehl, sworn :

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I am a furniture dealer. I have sold furniture to Mr. Jones and his family. The only furniture I have sold Mr. Jones, as charged on my books, since June 1885, is one bedroom set, \$135, in 1887. It was paid for in five instalments. They occasionally bought for cash. No large amounts. It would not exceed \$500 during that time. I can't say where the \$135 set went to.

E. HARRISON, S. M.
J. SEHL.

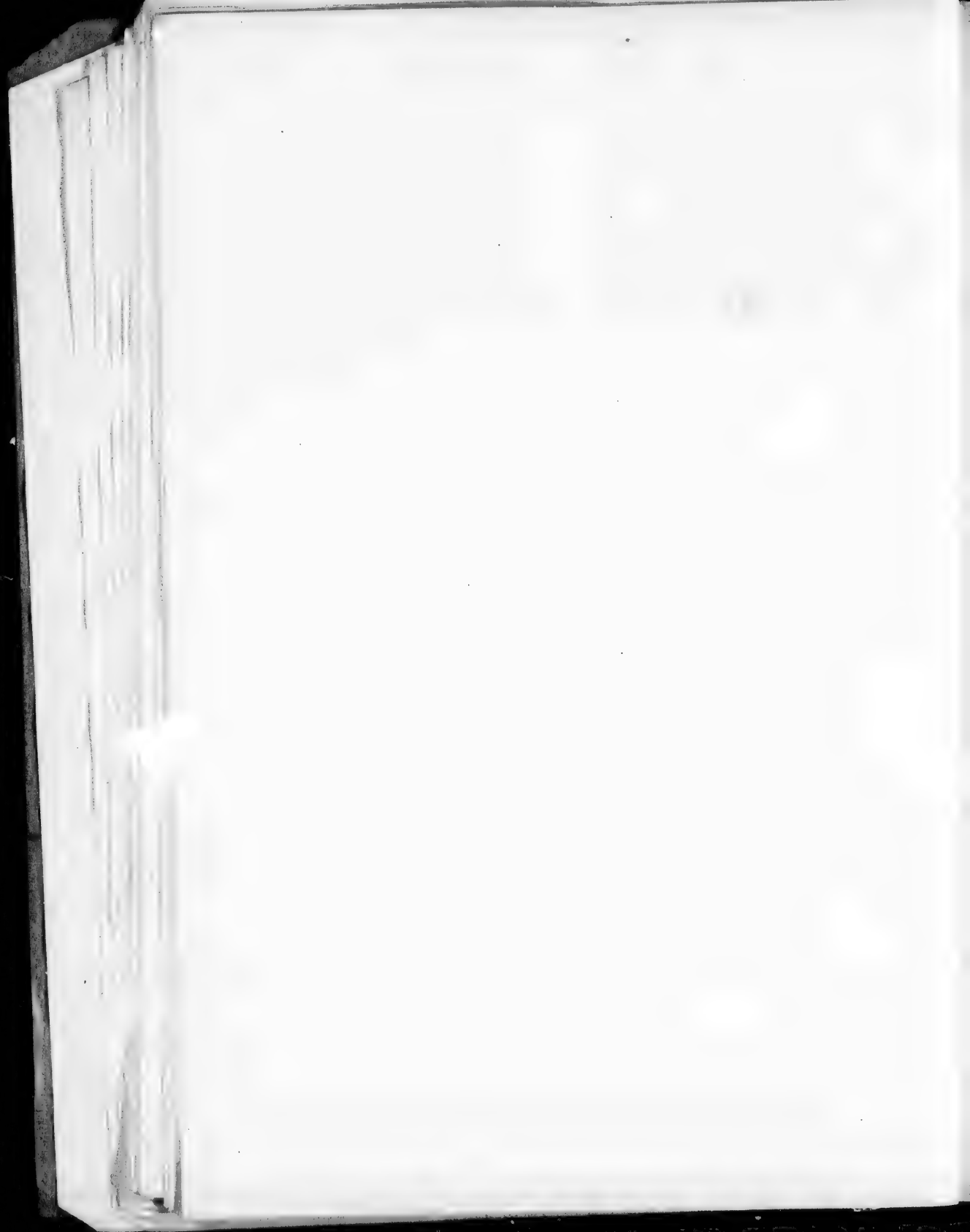
Mrs. Jones, recalled :

I had a fire in our Hotel, International in 1885, in May, on the 4th. There was a good deal of furniture saved at that fire. It was put in the hotel when we rebuilt. We 20 paid for the storage of it at Jensen's, Esquimalt. A great deal of it was broken or burnt at the last fire. I had complete sets of furniture saved from the first fire. They were as good as new. We saved over \$1,000 worth of furniture from the first fire. We were insured at the time of the first fire. Every cent of the insurance was paid us, \$5,000. The furniture saved at the first fire was in the hotel at the time of the second fire. Mr. Johnson told us we could have the furniture saved from the first fire.

E. HARRISON, S. M.
ELIZABETH JONES.

I saw Mr. Holman's son take some of the furniture over into Mrs. Bogle's verandah, and she said if he didn't take them away she'd kick them out. Mrs. Muir heard her say 30 this. I saved nearly all the furniture at the first fire, but a good many things were broken. Help came soon and I had over thirty boarders at the time. The house was completely burnt down. The Insurance Company paid us \$5000 for loss at the first fire. I did not use the expression of foul play in speaking to Mrs. Bogle, or to any one else in her presence. No one could have heard me say that.

ELIZABETH JONES.
E. HARRISON, S. M.



Mrs. Margaret Bogle, sworn :

I live in Esquimalt, in front of the International Hotel. I remember the fire there. The watchman of the dry-dock came and woke us. We got up and saw the fire. I put on my clothes and went to Keeler's to wake him; came back; saw Muir, and asked him where was Mrs. Jones. He said he met her. I stood on the street and yelled fire! I then went up into Mrs. Jones' house, up stairs. I saw Muir in the room; where the chimney passes through Jones' room. The fire was strong in room 8. In rooms 4 and 6 the fire was dropping through the ceiling. There was plenty of light. We saved the clothing in Mr. Jones' room. I did not go back again. In Jones' room there was a good bed and pillows, a bureau, no chairs, no stand, no nothing but a few pieces of car-10
pet on the floor. I went in room 4. There was a small, narrow single red bedstead, pink quilt on top of it, two sheets and a pillow and a hard mattress; no blankets on that bed. Room 6 was similarly furnished; no chairs, no bureau. In the hall-way there was a strip of carpet. There was a strip down the stairs. I saw Mrs. Jones coming out of the kitchen and standing on the rocks with her little bundle. We saw something go up from the roof burning as it went. There were present at the time, Mrs. Jones, Mrs. Muir, myself and some men. When I saw this I said, my gracious! this is an explosion. We all spoke about the fire. Mrs. Jones said, I know it's foul play. Mrs. Jones was dressed in a serge dress, boots on, her cloak on and a shawl about her head. She was on our verandah quite a little while. She did not talk to any one. I did not 20
notice anything excited about her. I am not a sound sleeper. My house is about twenty yards from her bed-room. I heard no alarm except the watchman. Have known Mrs. Jones for four years. We spoke to one another. From the appearance of the fire on the roof, when I first saw it, it could easily have been put out. I see a man here now who was on the verandah when Mrs. Jones was there. Gilmore and others put some things on my verandah—a looking-glass, etc. They were taken away afterwards. I saw the thing go up from the roof about half an hour after I left the hotel. Several people said, it has gone at last, but I do not know who said so. The place had been on fire several times before. I didn't tell any one to take the things off the verandah, and didn't say I'd kick them off. They stopped there about an hour. I think Mr. Holman brought 30
some of the things to my verandah. When I first went out I saw no one but Mr. Muir and the night watchman. Mrs. Muir asked Mrs. Jones to come to my house. I saw the furniture that was saved from the first fire. It was nearly all saved except the kitchen stove.

MARGARET BOGLE.

E. HARRISON, S. M

Richard Woodhams, sworn :

I know about the fire at the International Hotel. I was there about twenty minutes to six. I stood at Keeler's and watched it for a while. I went over into the hotel. I saw the bar-keeper there. He said he had left his watch in the bed. I said, aren't you going 40
to try and save something? He said, well, I don't know. I stood there a while, and seeing no efforts made to do so, and went away. I did not see anything behind the bar ex-



cept a few glasses. I think it was half or three quarters of an hour before the fire got to the bar-room. I don't remember standing on Mrs. Bogle's verandah at time of fire. I may have done so afterwards.

R. WOODHAMS.

E. HARRISON, S. M.

Stephen Hardy Holmes, sworn:

I was in Mr. Jones' hotel a short time ago. I went through it; saw a number of beds; house well furnished; Dominion House well furnished. I have been living steadily in the Dominion House for eighteen months; no furniture brought there or taken away from there during that time. I am not in business in Victoria; have been in business; while in business took meals at the Dominion; attended to my own business the rest of the day.

STEPHEN HARDY HOLMES.

E. HARRISON, S. M.

J. Holman, sworn:

I went to the fire through hearing the sound of the dock bell; saw Keeler, Gilmore, Harris, Muir; saw Gilmore first, in the bar; saw Gilmore first; he and my boy were taking a mirror down; saw a few bottles in the bar. Mrs. Jones was excited. This was three-quarters of an hour after I got there.

JAMES HOLMAN.

E. HARRISON, S. M.

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Dickson Irwin, sworn:

I am night watchman at the Graving Dock. It is my duty to watch the dock. I remember the fire at the International Hotel. It was about fifteen minutes past five. I saw it. It was a light in front of the house, and showed in the top windows near the roof. I called Mr. Muir. He told me to call Mr. Bogle. I then went to the dock-yard and asked them to ring the bell, and then I went and aroused the people. I heard some knocking inside the hotel. I did not hear a whisper. I did not hear any one shout fire. I first saw the reflection of a light shining through one of the front windows. I afterwards saw sparks coming from the burning wood above these windows. Up to the 30 time I saw the sparks, I had heard no cry of fire. If there had been any cries I would have heard them where I was. I couldn't see the front door from where I stood. I heard the knocking after I called Mr. Muir.

DIXON IRWIN.

E. HARRISON, S. M.



Charles Fisher, sworn :

I remember the fire at the International Hotel. I generally go out in the middle of the street and look around before closing. I did so that night, close to eleven o'clock. I looked towards the International Hotel. There was a light in the bar-room. I saw no other lights in the hotel.

CHARLES FISHER.

E. HARRISON, S. M.

William Croft, sworn :

Closed up my hotel at twenty-five minutes past two a. m. Went out in the street several times during the night. I saw a light in Jones' bar window before ten.10 Went over to the fire; no one there. I saw Gilmore come along the south side of the house as if from the side door. He was not carrying anything. I broke open the parlor door and helped to take things out. My bell was rung about twenty minutes to six. I said to Gilmore it looked pretty hot. I asked if they were going to take the things out. He said he guessed so. I asked him why he didn't rustle round and get those fellows to help him. He said he had been rustling all he could. I heard no one knock at my front door before the bell rang. I saw the front door of the bar open. Could'nt; the fire was working from the back to the front when I saw it.

WILLIAM CROFT.

E. HARRISON, S. M.

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John Donald Campbell, sworn :

I am Police Constable at Esquimalt. I go round the town at all hours. I passed the International Hotel several times on the night of the fire. The last time I passed was after eleven. I got up into my house at a quarter to twelve. After walking leisurely home. The bar of the International was closed before ten o'clock that night. I saw a little light in one of the windows up stairs, not far from the chimney. The house was all in a blaze when I got down. When I left, Fisher had not closed up.

J. D. CAMPBELL.

E. HARRISON, S. M.

Frederick W. Jones, sworn :

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I boarded in the International Hotel at the time of the fire. I had room 5; it was about 8 feet by 12 feet. I had a bed in it, bureau with glass on it, a table, feather bed, a bedstead, wash-stand, chamber set, and one chair and a carpet. That is several pieces in it of two different patterns. It was my habit to go up town (Victoria) on Saturday. I used a candle. Have no idea of the value of the furniture in my room. I was once in the attic. There were some beds and bedsteads up there, six or seven. That was a few days before the fire. There was a fire in my room once on that occasion. I had put out my candle on leaving the room. I got back on Sunday afternoon. No one was occupying the attic. I went up to Victoria by the six o'clock stage.

FREDK. W. JONES.

E. HARRISON, S. M.

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FIRE INQUEST, ADJOURNED HEARING, ESQUIMALT MARCH 8TH, 1888.

This deponent, David Walter Morrow, upon his oath deposeth, and saith :—

I am Secretary of the British Columbia Mutual Fire Insurance Company. I have the Minute Book of the Company, (book produced,) marked F. I read from page 150, referring to Policy of S. Jones. Moved by E. B. Marvin, seconded by A. A. Green, that Policy No. 141 be cancelled. The Policy was held by Mr. Stephen Jones, of Esquimalt. It was on the International Hotel and furnishings, of Esquimalt. A letter was written to Mr. Jones by the Secretary. I was at that time Assistant Secretary, (letter produced and read.) I remember Mr. Jones coming in the day after the Policy was cancelled, and asked the Secretary, or Manager, why they had cancelled the Policy, 10 were they afraid of him ?

D. W. MORROW.

E. HARRISON, S. M.

And this deponent, Joshua Davies, upon his oath, deposeth and saith :—

I am an Auctioneer and Appraiser. I was called in on behalf of the Northern Insurance Company, by Messrs. Findlay, Durham & Co., on the 6th May, 1885, to appraise the contents of the International Hotel, saved from the fire. Value was five hundred and forty-six dollars and ten cents. That includes a list of liquors saved; liquors were worth a little over \$200. Furniture was the kind generally in use in a country hotel. To Mr. Walker:—Nobody assisted me to appraise the value of the 20 property. I think most of the property was in the street. Some of it was in a store. I valued it at what it would fetch at auction, as it stood.

JOSHUA DAVIES.

E. HARRISON, S. M.

And this deponent, George Cosway, upon his oath, deposeth and saith :—

I remember the fire at the International Hotel; I was there; I think I got there about 6:15 o'clock; there were very few people about. They were not helping at the fire. I went into the hotel, did not go up-stairs, as the fire had gained so much headway. I took the cash-box out from Mrs. Jones' room. I know the house pretty well; I have slept there, on the second floor, room No. 6. There were two beds in that room, a wash-30 stand, jug and chamber set, looking-glass, chair, table and carpeting. I have been in nearly every room excepting the front part towards the road. They were furnished in about the same manner as No. 6. I took most of the furniture out of Mrs. Jones' room. There were two bureaus, and a number of other things. I took no liquors out. Mrs. Jones was not there when I got there. I last slept there about one week before the fire. There were other men in the house removing goods when I was in there last. When I was last in the house I could stand in the bar-room and see the fire burning in the billiard-room. I could see a little blaze coming from the building, about three-parts of the way up, before I left the ship. I think the bed in No. 6 was feathers.

G. COSWAY.

E. HARRISON, S. M.



Lawrence Smith, sworn :

I remember the fire at the International Hotel. About half-past eleven and twelve, was in the street. Saw no lights in town at all. I think I slept in No. 7. Table, wash-stand, two bedsteads, looking-glass, chair and carpet. Could not say whether there was a bureau or not. Don't know anything about furniture in other rooms. I suppose I have had conversations with some of the witnesses. I came to the fire between half-past 5 and 6 o'clock. I went into the bar and found I could do no good. I didn't try to get up-stairs.

To Mr. Yates:—Some time last summer when I last slept in the hotel. I don't believe I was in the hotel for a month or six weeks previous to the fire. 10

To Mr. Harrison:—I was up about half-past eleven to do some boating; went to bed about twelve. There were some parties around town then. Know nothing of the origin of the fire. I used to get in at night by the side door.

LAWRENCE SMITH.

E. HARRISON, S. M.

And this deponent, Annandale Duncan Grieve upon his oath, deposeth and saith :—

I have boarded at Jones' house up to the night before the fire. I slept up-stairs in the north-east corner room. Furniture consisted of a double bed, wash-stand, chamber set, chest of drawers, looking-glass, one rocking chair, one cane-bottom chair, and carpet. The bed was a spring mattress and, I believe, feather bed. There were plenty of bed-20 clothes. I have slept in two other rooms in the house. The furniture was about the same as my own room. I was out in the country at the time of the fire. I slept in No. 8 on the 22nd June, and in No. 5 about October.

To Mr. Yates:—I think the furniture in my room was ash, I know it was hard wood.

A. D. GRIEVE.

E. HARRISON, S. M.

And this deponent, Henry O'Brien, upon his oath, deposeth and saith :—

I am salesman in John Weiler's store. I know Mr. Jones and his family. They have purchased goods from me for cash not exceeding one hundred dollars. I have been 30 in Weiler's employ nearly six years. I judge from memory when I say they bought one hundred dollars' worth of goods. They bought medium quality furniture from me.

HENRY O'BRIEN.

E. HARRISON, S. M.

And this deponent, Noah Shakespeare, upon his oath, deposeth and said :—

I am President of the British Columbia Mutual Fire Insurance Company. Mr. Jones' Policy was cancelled upon the recommendation of the Manager. He said he did not like the look of things, and the board acted on his advice. One of the conditions of



the Policy is that the Company can cancel it at any time without assigning any reason. I believe our late Manager is now in Vancouver. The Manager said that Mr. Jones did not seem satisfied with the settlement we made about the first fire when he first came to the office, but afterwards seemed reconciled to it. The Policy was cancelled just after the \$15.00 fire. We carried the risk for some little time after the settlement. We have meetings weekly. E. Wilde was our Manager.

N. SHAKESPEARE.

E. HARRISON, S. M.

Recalled. And this deponent, Fred. Jones, upon his oath, deposeth and saith :—

I have been living at the hotel some time. I was upstairs a few days before the fire. 10 There was a closet up-stairs and there were a number of old pieces of bedsteads and rubbish piled up there. I noticed no pitch, or stuff of a similar nature. I never had any conversation with Mr. Wilde about the fire. I don't know him. Mr. Shakespeare spoke to me about the fire. Asked me how it occurred.

FREDERICK N. JONES.

E. HARRISON, S. M.

Mrs. Jones recalled :—

I remember the fifteen-dollar fire. I was in the house, down-stairs. I think my son put the fire out, assisted by somebody else. I don't think it was about fifteen minutes after Fred. Jones left to go to town. I expect we saved more than a \$1,000 worth 20 of furniture from the fire in 1885. It was all put back in the new hotel. None was taken to the Dominion Hotel. There were some straw mattresses in the house; double bed in Fred. Jones' room, with feather beds on it. We had double and single feather beds of the same quality. About thirty pounds of feathers in each single bed. Some of the feather beds were saved from the last fire. No. 1 had two beds; my own room one bed; No. 2 had two beds, No. 3 had two beds, No. 4 had two beds, No. 5 had one bed, No. 6 had two beds; four rooms had one single set in each, and the rest had two beds. No. 7 had one bedstead; No. 9 had only one bedstead; Gilmore's room but one bedstead. There were fourteen bedsteads and beds up-stairs; quite a lot of chairs in the billiard room; don't know how many. There were seven or eight dozen chairs between the dining 30 room and billiard rooms. The bar mirror was saved from the last fire. There was not much furniture burnt in the first fire; only the furniture of two rooms; all the rest was saved. I was so much excited I couldn't say what was saved exactly. The bedroom set of \$135.00, from Sehl, was a present to my daughter. The \$135.00 set went to the Dominion Hotel. I had an upholsterer working in the International about two months making mattresses and that like. The feather beds were all like the one saved. The upholsterer used to work for Sehl. I paid him \$25.00 a month and board. I don't remember his name.

ELIZABETH JONES.

E. HARRISON, S. M.



And this deponent, Herman Loewen, upon his oath, deposeth and saith:—

I am clerk in Findlay, Durham & Brodie. I manage the Insurance department of their business. I produce proof of the loss by fire of Mr. Jones' International Hotel in 1885 and claim for damages. (Book produced marked G.) Book contains copy of proof of loss and claim; here reads same. I went into Findlay & Durham's office in 1884. I had charge of book produced when fire occurred at Jones' in 1885.

HERMAN LOEWEN.

Dixon Irwin recalled:

I heard the engine-room clock at the dock strike five. Just after that I went to the hut at end of dock, and my attention was attracted by a light from the International front 10 windows. I watched and soon saw spots appear on the roof at the front of the building. I then gave the alarm of fire, and went and called Mr. Muir, who was in bed. I think it was about a quarter past five o'clock when I woke up Mr. Muir.

DIXON IRWIN.

E. HARRISON, S. M.

JOHN FLEWIN, Acting Clerk to Coroner.

S. JONES vs. GUARDIAN INSURANCE COMPANY.

EXHIBIT "A."

Policy of Insurance of S. Jones in Guardian Fire and Life Assurance Company.

EXHIBIT "B."

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Statement of loss by fire on building known as the International Hotel, at Esquimalt
Building totally destroyed. Value, - - - - - \$4,000.00

STATEMENT OF CONTENTS DESTROYED IN SAID HOTEL.

Room No. 1.—Two beds and bedsteads, five pair blankets, three pillows, one hair
mattress, and one wool mattress, two pair sheets and three pillow-cases, two quilts, two
counterpanes, and carpets, wash-stand and table, chamber set, toilet cover, looking-glass.
Value, - - - - - \$127.50

Room No. 2.—Two beds and bedsteads, five pair blankets, four pillows and cases,
two beds and two mattresses, two pair sheets, two quilts and counterpanes, wash-stand,
and table, and chamber set, looking-glass, and carpet and toilet cover. Value, \$127.50 30

Room No. 3.—Two beds and bedsteads, four pair blankets, four pillows and cases,
two mattresses, two pair sheets, two quilts and two counterpanes, wash-stand, table, and
chamber set, looking-glass, and carpet, toilet cover. Value, - - - - - \$127.50



Room No. 4.—Two beds and bedsteads, one feather bed and one hair mattress, four pillows and cases, five pair blankets, two pair sheets, two quilts and two counterpanes, wash-stand, table and chamber set, looking-glass and carpet, and toilet cover. Value, - - - - - \$127.50

Room No. 5.—One bedroom set, consisting of one bedstead, one bureau, wash-stand, toilet table and cover, chamber set, looking-glass, two cane-bottom chairs, one rocking chair, one clothes-rack, carpet, feather bed, one spring mattress, one pair sheets, two pair blankets, one counterpane, one quilt, two pillows and cases. Value, - - - \$176.50

Room No. 6.—Two bedsteads, two feather beds, two spring mattresses, four pair sheets, four pair blankets, two quilts and two counterpanes, four pillows and cases, one 10 wash-stand, one table, a cover, one chamber set and carpet, looking-glass. Value, \$140.50

Room No. 7.—One bedroom set, consisting of one bedstead, one bureau, wash-stand, toilet table and cover, one bureau cover, two cane chairs, one rocking chair, one chamber set, looking-glass, carpet, one spring mattress, one feather bed, one pair sheets, two pair blankets, one quilt and one counterpane, two pillows and cases. Value, - - - \$176.50

Room No. 8.—One bedroom set, consisting of one bedstead, one bureau, wash-stand, toilet table and cover, two cane-bottom chairs, and chamber set, looking-glass, one writing desk, clothes-rack, carpet, one feather bed, one mattress, two pair blankets, one pair sheets, one quilt, one counterpane, two pillows and cases. Value, - - - - - \$176.50

Room No. 9.—Two bedsteads, two feather beds, two mattresses, two pair sheets, five 20 pair blankets, one quilt, counterpane, four pillows and cases, table and cover, wash-stand, chamber set, carpet, clothes-rack, looking-glass. Value, - - - - - \$140.00

Mrs. Jones' Bedroom.—One set, consisting of one bedstead, one bureau, one wash-stand, looking-glass, two cane-bottom chairs, rocking chair, toilet table and cover, fancy bureau, cover, one wardrobe, one chamber set, one tapestry carpet, one spring mattress, one feather bed, one pair sheets, two pair blankets, one quilt, one counterpane, two pillows and cases, one lamp. Value, - - - - - \$218.25

Statement of Furniture contained in Attic.—Seven large bedsteads, seven double mattresses, and 7 double beds, fourteen pair blankets, seven pair sheets, fourteen pillows and cases, seven quilts, five covers. Value, \$377.00. Seven single bedsteads, seven mattresses, 20 seven wool beds, seven pair blankets, seven pair sheets, seven pillows and cases, seven quilts, seven covers, six tables, one dozen chairs, six spare chamber sets. Value, \$184.50

Contained in the Hallway.—Brussels Carpet, one bureau and cover, and stair carpet, one bureau cover. Value, - - - - - \$48.50

Spare Linen.—Sixty pair sheets, 107 pillow cases, six quilts, seven counterpanes, seven pair blankets, twelve dozen toilet towels. Value, - - - - - \$234.50

Sundries Up-stairs, consisting.—One dozen cane-bottom chairs, twenty-five candlesticks, one hanging lamp, one dozen pair lace curtains, twenty-three single window blinds. Value, - - - - - \$101.50

Kitchen Utensils.—One kitchen range, one large copper boiler, cooking utensils consisting of kettles, sauce-pans, pots, stew-pans, frying-pans, boilers, griddles, and everything necessary for hotel range, nine dozen dinner-plates, four dozen soup-plates, six dozen small pie-plates, seven dozen small vegetable dishes, seven large meat dishes, seven dozen small meat dishes, cups and saucers seven dozen, milk pitchers two dozen, glass syrup pitchers one dozen and a half, nine water pitchers, one kitchen lamp, two kitchen tables, one meat saw, one meat axe, one coffee-pot, three tea-pots, three dozen kitchen towels, three carving knives and forks, and steel, four kitchen chairs, four kitchen buckets, three large tin dishes, ten cruet stands, with bottles complete, one dozen and a half salt cellars, eight dozen knives and forks, four dozen tea-spoons, five dozen large spoons, three dozen and four 10 table-cloths, four dozen linen napkins, two dozen sugar bowls, one dozen butter dishes, one dozen window blinds, one dozen dining-room tables, four dozen dining-room chairs, five dozen dining-room table lamps, one water sprinkler. Value, - - - - \$769.50

Contents of Front Parlor.—One parlor set, consisting of six chairs, upholstered, one sofa upholstered, one arm chair upholstered, one rocking chair upholstered, one whatnot, one table and cover, one small stand, four fancy boxes, one parlor stove, one looking-glass and pictures, one Brussels carpet, one parlor lamp. Value, - - - - \$191.50

Contents of the Front Room used as the Bar.—Four lamps and brackets, clock, one chandelier, seven pictures, looking-glass, and bar fixtures, nine bar chairs, glassware, wine spirit and beer glasses, six dozen. 20

Contents of Reading-Room.—One lounge, three dozen chairs, three tables, one stove, six pictures, one pair hanging curtains, four lamps. Value, - - - - \$494.00

EXHIBITS "C" AND "D"—PLANS.

EXHIBIT "E."

J. Stuart Yates,

YATES & JAY,

Geo. Jay, Jr.

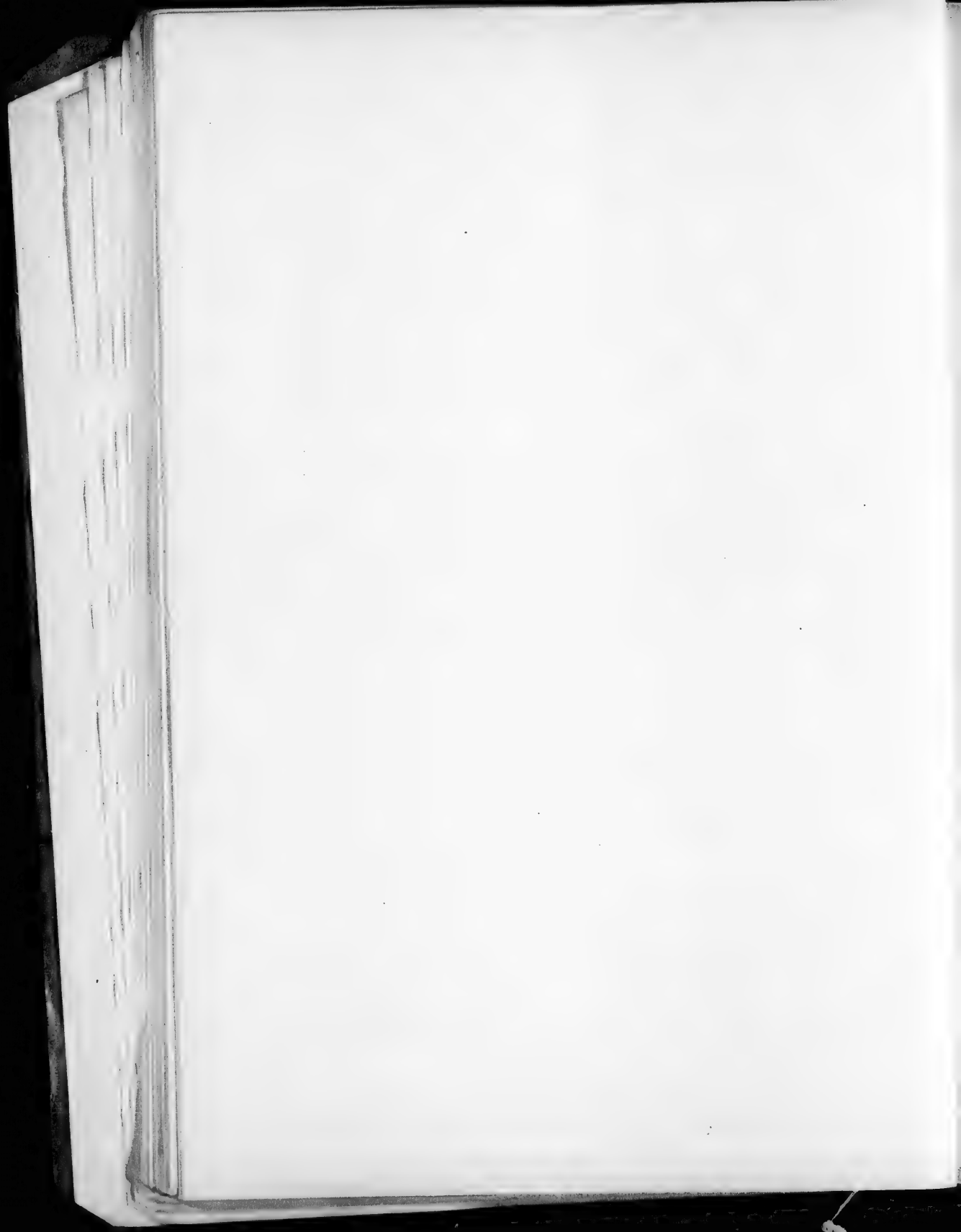
Barristers-at-Law, Notaries, Etc.

VICTORIA, B. C., March 1st, 1888.

MR. STEPHEN JONES,

Proprietor Dominion Hotel, Victoria:

Take Notice, that you are hereby required to produce at the Enquiry to be held this 30 afternoon at 2 p. m., at the Blue Ribbon Hall, Esquimalt, concerning the fire whereby the International Hotel at Esquimalt was destroyed. All books shewing accounts of the business done at the said hotel, and also all lists, bills or inventories of the furniture and contents of the said hotel, and all other documents, books and writings, containing any



entry, memorandum or reference in any wise relating to the said hotel or the contents thereof.

Dated March 1st, 1888.

Yours truly,

YATES & JAY,

Solicitors for the Guardian Fire Insurance Company.

Served copy personally at 11:45 a. m., "A C. A."

EXHIBIT "F."—PLAN.

EXHIBIT "G."

Application of S. Jones for Insurance in British Columbia Fire Insurance Company. 10

EXHIBIT "H."

FRED. G. WALKER,

A. G. O. 19, 3, '88.

Barrister-at-Law, Solicitor, etc.,

Langley Street, Victoria. B. C., March 19, 1888.

RE-INTERNATIONAL HOTEL, ESQUIMALT.

P. AE. Irving, Esq.:

DEAR SIR:—I believe the papers put in at the enquiry into the cause of the fire at the above hotel are filed in your office.

I have been instructed by Mr. S. Jones to ask for the return of all his exhibits. If I can have them now, will you kindly give them to the bearer? 20

Yours truly,

FRED. G. WALKER.

EXHIBIT "I."

3 April. '88.

To the Deputy Attorney General:

Please give to Mr. Walker, Counsel for Mr. S. Jones, of the Dominion Hotel, Policy of Insurance on International Hotel, Esquimalt. Lease of land on which International Hotel was situate, and receipts for rent (two) produced at fire inquest, Esquimalt.

E. HARRISON, S. M.

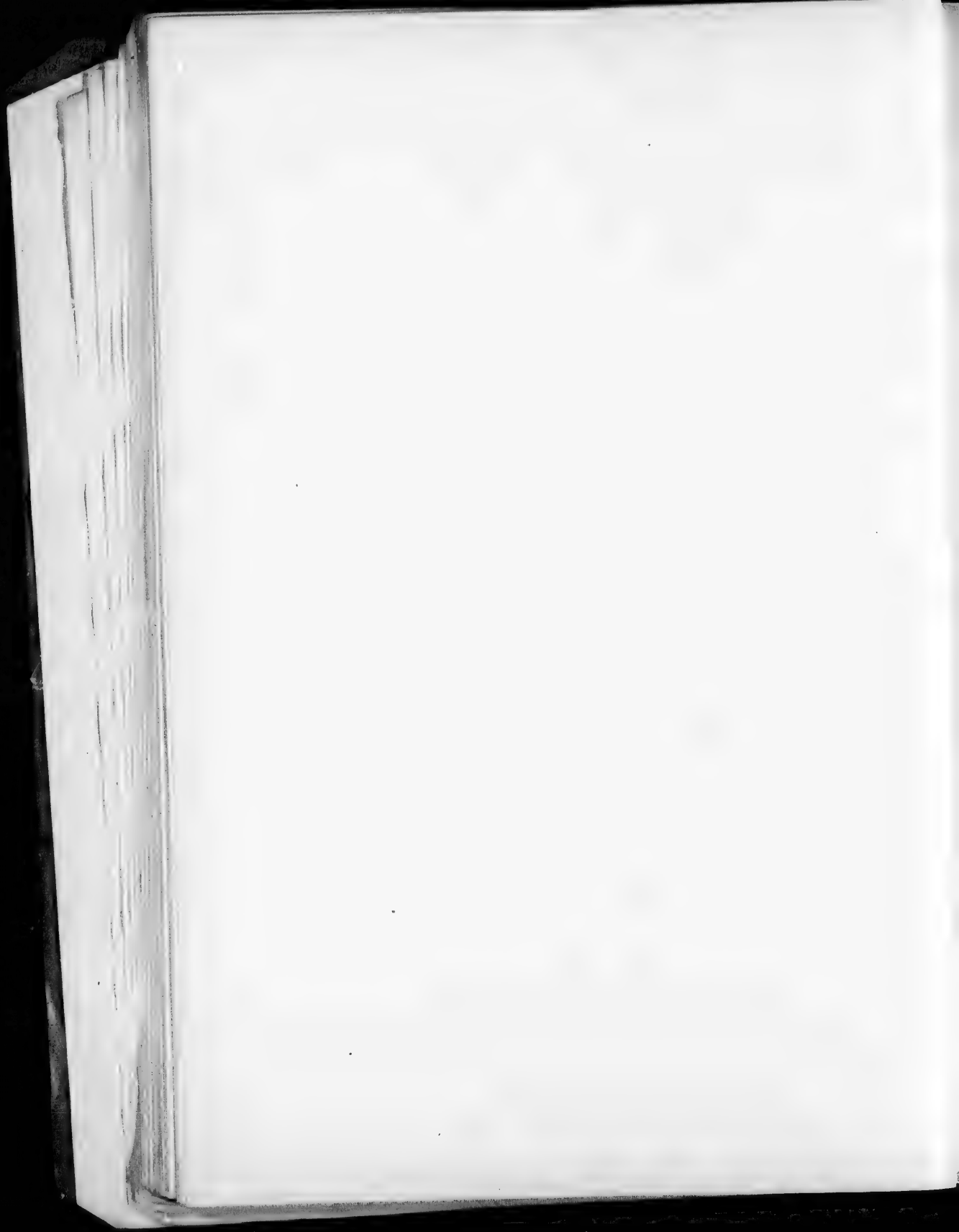


EXHIBIT "J."

April 4th, 1888.

Received from P. Æ. Irving, Esq., Dep. A. D. Mr. S. Jones' Policy of Insurance on the International Hotel, Esquimalt, and lease of the land on which the said hotel was situate; also, two receipts for rent.

F. G. W.

FRED. G. WALKER,

Solicitor for S. Jones.

EXHIBIT "K."

Lease produced marked "H," dated 12, October, 1882, Alfred J. Langley to Stephen Jones, Lot 29 and part of Lot 30, Esquimalt, for five years from 1st August, 1882, at monthly rent of \$5, building to be property of lessee at expiration of lease.

(Lease endorsed) "Victoria, May 7th, '85. I hereby agree to renew the within written Lease for a further period of five years from its expiration, at a monthly rental of ten dollars; also, I further agree to renew a lease for five years from date of expiration of the latter at an estimated value; one estimator to be appointed by each party, and the two to choose an umpire, if necessary."

Witness:

ALFRED J. LANGLEY.

GEORGE E. HOWE.

Receipt produced (I) one month's rent \$5, for 1st December, '87, to 1st January, 1888, received from S. Jones, by Lowenberg, Harris & Co., Agents for A. J. Langley.

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Receipt produced (J) one month's rent \$5, for 1st January to 1st February, 1888, received from S. Jones, by Lowenberg, Harris & Co., Agents for A. J. Langley.

E. HARRISON, S. M.

EXHIBIT "L."

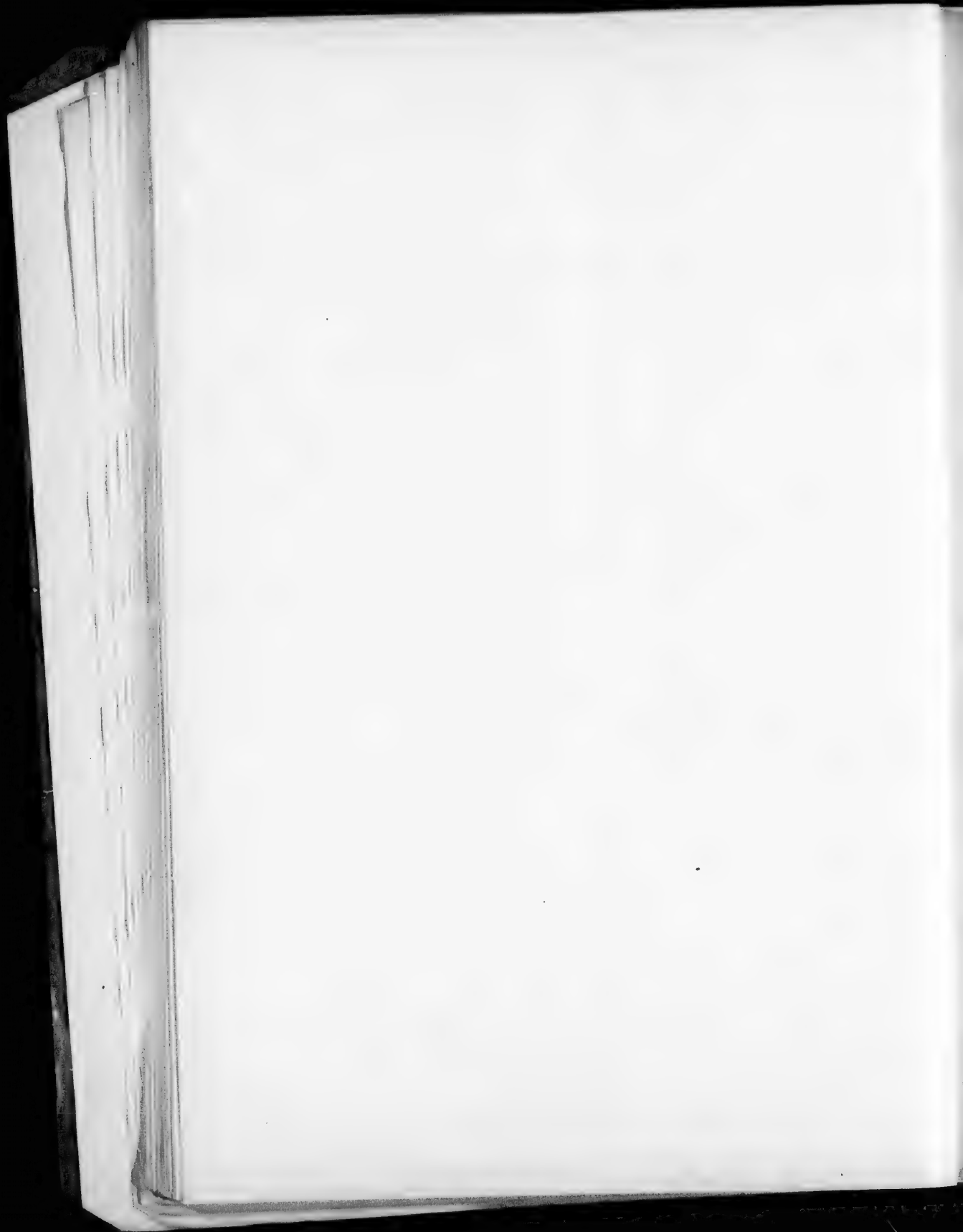
(Royal Arms.)

INQUISITION.

PROVINCE OF BRITISH COLUMBIA, ESQUIMALT.

An Inquisition indented, taken at the town of Esquimalt, Province of British Columbia, the 1st, 2d, 6th and 8th days of March, A. D. 1888, before me, E. Harrison, Stipendiary Magistrate for the Province aforesaid, upon a fire whereby a certain building in the said town was destroyed within the jurisdiction of the said Stipendiary Magistrate, upon the oaths of John Doran, John J. Russell, Richard Phillips and William Rothwell, good and

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lawful men of the Province aforesaid, who being now here sworn and charged to enquire on the part of our said Lady, the Queen, into the cause or origin of such fire, and whether it was kindled by design, or was the result of negligence or accident, do say upon their oath that

We, the Jury, are unable to state, from the evidence given, how the fire originated, and the verdict we jointly find is that the cause of the fire is unknown.

In witness whereof, as well the aforesaid Stipendiary Magistrate, as the Jurors aforesaid have, to this Inquisition, put their hands and seals, this 8th day of March, 1888.

ESQUIMALT,

E. HARRISON, S. M.....	(L. S.)	10
JOHN DORAN—Foreman.....	(L. S.)	
J. RUSSELL.....	(L. S.)	
R. PHILLIPS.....	(L. S.)	
WM. ROTHWELL.....	(L. S.)	

EXHIBIT "M."

J. Stuart Yates.	YATES & JAY.	Geo. Jay, Jr.
Barristers-at-Law, Notaries, Etc.		

VICTORIA, B. C., March, 13th, 1888.

MR. F. G. WALKER,	}	Re International Hotel, Esquimalt :	20
Solicitor for Stephen Jones,			

DEAR SIR:—We have been instructed to offer you, in full settlement of Mr. S. Jones' claim for Insurance, against the Guardian Fire Insurance Company, the sum of two thousand five hundred dollars. If your client accepts the above offer, kindly let us know at your earliest convenience, and oblige.

Yours truly,

YATES & JAY.

EXHIBITS "N."—5 LETTERS.

J. Stuart Yates.	YATES & JAY,	Geo. Jay, Jr.
Barristers-at-Law, Notaries, Etc.		

VICTORIA, B. C., 16th April, 1888. 30

F. G. WALKER, Esq.,	}	Re Jones' Insurance :

DEAR SIR:—In reply to your letter of this date we can only refer you, as before, to the terms of Mr. Jones' Policy.

Yours truly,

YATES & JAY.



J. Stuart Yates.

YATES & JAY,

Geo. Jay, Jr.

Barristers-at-Law, Notaries, Etc.

VICTORIA, B. C., April 26th, 1888.

F. G. WALKER, Esq., {
Solicitor for Mr. S. Jones, } Re Arbitration on Fire at International Hotel:

DEAR SIR:—We are in receipt of your favor notifying us of the appointment of Mr. G. Lindsay as Arbitrator for Mr. Jones in this matter, and in reply, have to state that we must object to such appointment, on the ground that he is disqualified by reason of his relationship to Mr. Jones. Such an appointment would be simply rendering the arbitration a waste of time and money, as it may almost be taken for certain that the Company would appeal from his decision. The Company, we may state, is desirous of making a prompt and amicable settlement with Mr. Jones, and is quite willing to leave it to any two disinterested persons in the City of Victoria. Trusting Mr. Jones will see the force and expediency of having this matter settled as expeditiously as possible, and will appoint some other disinterested person in place of Mr. Lindsay.

We remain, yours truly,

YATES & JAY.

J. Stuart Yates.

YATES & JAY,

Geo. Jay, Jr.

Barristers-at-Law, Notaries, Etc.

VICTORIA, B. C., 8th May, 1888. 20

F. G. WALKER, Esq., {
 } Re Jones' Insurance:

DEAR SIR:—On behalf of the Guardian Insurance Company we beg to notify you that they have appointed Mr. Clinton G. Ballentyne, of this city, to act as their Arbitrator in the matter of Mr. Jones' claim.

We shall be glad if you will prepare the usual agreement for submission to arbitration and submit the same to us for our approval.

Yours truly,

YATES & JAY.

J. Stuart Yates.

YATES & JAY,

Geo. Jay, Jr. 30

Barristers-at-Law, Notaries, Etc.

VICTORIA, B. C., March 15th, 1888.



MR. F. G. WALKER, }
Solicitor for Mr. Stephen Jones, } Re International Hotel, Esquimalt :

DEAR SIR:—We beg to acknowledge receipt of your favor of yesterday's date claiming on behalf of Mr. Jones the sum of (\$4,000,) four thousand dollars, against the Guardian Insurance Company, and in reply beg to state that the Company does not admit that they are indebted to Mr. Jones in any such sum, and accordingly decline to pay the same. And we must request Mr. Jones to prove his claim for loss according to the terms of his Policy of Insurance with the Company.

As to expenses in connection with the removal of any furniture to escape conflagration, the Company is prepared to contribute rateably with Mr. Jones to the expenses of 10 such removal.

We are yours truly,

YATES & JAY.

EXHIBITS "O."—5 LETTERS.

FRED. G. WALKER,

Barrister-at-Law, Solicitor, Etc.

Langley Street, Victoria, B. C., April 16th, 1888.

Re International Hotel, Esquimalt.

Messrs. YATES & JAY,

Gentlemen: In yours of the 15th March you request Mr. Jones to prove his claim in 20 accordance with the terms of his Policy. Will you kindly inform me in what manner you require Mr. Jones' claim to be proved.

Yours truly,

FRED. G. WALKER.

FRED. G. WALKER,

Barrister-at-Law, Solicitor, Etc.

Langley Street, Victoria, B. C., April, 1888.

Re S. Jones and International Hotel.

Messrs. YATES & JAY,

Dear Sirs: I am instructed by Mr. S. Jones that he appoints Mr. George Lindsay, of 30 the Saanich Road, near the Royal Oak Hotel, as his Arbitrator in this matter.

Yours truly,

FRED. G. WALKER.



FRED. G. WALKER,

Barrister-at-Law, Solicitor, Etc.

Langley Street, Victoria, B. C., April, 27th, 1888.

Re S. Jones v. Guardian Insurance Co.

Messrs. YATES & JAY,

Dear Sirs: I am instructed by Mr. Jones to inform you that he has appointed Mr. Joseph Wriglesworth, of Yates Street, to act as his Arbitrator in this matter.

Yours truly,

FRED. G. WALKER.

FRED. G. WALKER,

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Barrister-at-Law, Solicitor, Etc.

Langley Street, Victoria, B. C., May 11th, 1888.

Re Stephen Jones, International Hotel.

Messrs. YATES & JAY,

Dear Sirs: I am instructed by Mr. S. Jones to inform you that he objects to Mr. Ballentyne as Arbitrator in this matter on the ground that he is an insurance agent, and on that account not a proper person to arbitrate in such matter. Kindly let me have an answer as soon as possible.

Yours truly,

FRED. G. WALKER.

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FRED. G. WALKER,

Barrister-at-Law, Solicitor, Etc.

Langley Street, Victoria, B. C., May 14th, 1888.

Re S. Jones, International Hotel.

Messrs. YATES & JAY,

Dear Sirs: I am instructed by Mr. S. Jones to inform you that he withdraws his offer to arbitrate in this matter, and I have therefore taken out a Writ of Summons at his suit against the Guardian Insurance Company.

Yours truly,

FRED. G. WALKER.

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COPY NOTES OF EVIDENCE OF MR. JUSTICE WALKEM.

Friday, 18th January, '89.

(JONES v. GUARDIAN INSURANCE CO.)

Met at 11 a. m. Special Jury called. Detained to 11:18.

Mr. Walker and Mr. Taylor for Plaintiff.

Mr. T. Davie for Defendants.

Mr. Walker opens; action on fire policy; Plaintiff's International Hotel burnt in Esquimalt; Policy 18th October, '86; \$4,000; \$2,000 on house and balance on furniture; policy renewed 12th February, '88; fire destroyed all; notice to pay given; \$2,500 offered; defense fraud. 10

(Exhibit "A")—Lister Gibbons sworn.—Insurance Clerk, Turner, Beeton & Co.; proves policy and renewal receipt; Turner, Beeton & Co. then agents of Guardian; remember fire 12th February, '88; policy in force then.

(Exhibit "B")—Cross-examined.—Defendant put in a statement of his loss; it was put in about 16th February, '88; no other document and no affidavit or solemn declaration put in to the Company by Defendant.

Wm. Gilmore sworn.—Saloon keeper at Esquimalt at time of fire; at International Hotel, in charge of business; on Saturday night, 11th, fires were all out at latest at 10:30 p. m.; at 5 a. m. heard crackling noise; got up and looked about; saw nothing; went to bed again; heard noise again; five minutes got up; no smell of fire; went to hall; smelt 20 smoke; went up back stairs to loft; found smoke and fire under roof; was knocked back with dense smoke on opening door; shut door; went down and woke Mrs. Jones; I kicked at her door and told her of fire; she was dazed; I got basin of water; threw water into smoky room and closed door and returned; went to see if Mrs. Jones was up; she was, but had no light; she asked for one; I said can we get anyone to put the fire out? She didn't answer; she woke Chinaman; I went to Keeler's for aid and got man; went to Croft's, too; I cried fire in the street; house and furniture were burnt.

(Exhibit "B.")—I wrote this list as insurance agent requested. Mrs. Jones dictated articles and prices. I presented it to T. B. & Co's clerk, Mr. Gibbons, at their office on 15th February. He never asked for anything further, though I saw him every third day or so. 30 House was furnished in good style for such a house. The articles put down were, I think correct.

Cross-examined by Mr. Davie—Worked three or four weeks for Jones before fire. Dry dock had been completed. Jones had two regular boarders. Jones lived in Victoria at his Dominion hotel. His wife stayed at Esquimalt. I attended to the whole house, excepting cooking done by Chinaman. Was present at inquest. A plan was shown then.

Exhibits "C," "D"—Two plans tendered in evidence.

Mr. Taylor objects, as plan has not been prepared by plaintiff. Over-ruled. Witness,

resumes. The plan fairly represents house before fire. It was produced at inquest. Witness points out top stairs. Saw fire under roof at right hand side from stairway. Door is at top of stairs. Fire I saw was in the roof to the right. I don't think there was a chimney there or near it. Witness' deposition at inquest put in. Same objection. Overruled. Don't think I pointed out fire as being in a different place. Don't recollect number of bedroom. Second plan produced. Objected to. Overruled. Don't think it is a correct plan. Neither of boarders were in house that night or Chinaman. Mrs. Jones and self only there. Never was in all bedrooms or in attic before fire. My room was carpeted. Don't know one compartment from another. I had too many blankets; bedstead, bureau, chairs, writing-desk was in my room. Couldn't say what was in other bedrooms beyond saying 10 they were furnished. Two bits a night was charged transients; \$5.00 board and lodging per week. In my room double bed, bureau and glass complete, washstand, clerk's writing-desk, rocking and two other cane chairs, and one other chair. A clothes-rack on the wall. Mattress and feather bed. More blankets than I wanted. Don't know value of furniture.

By consent Paul A.E. Irving sworn for defence—Produces ~~the~~ Inquisition, signed by E. Harrison, J. P., etc.; also exhibits, including plan, Policy 0141, a letter March 1st, 1888, to Mr. Jones, policy, lease and receipts for rent. Objected to as evidence. Ruled that right to object be reserved.

And Johnston Smith sworn—Contractor and builder. Valued Jones' house which was previously burnt. House in question was worth close upon \$3000. 20

Cross-examined—Can't give dimensions. It was built by day labour. I didn't build it. I value house as it stood. Was in it several times. Didn't examine house, but valuation is by comparing it with former house, which was smaller. I examined former house for an Insurance company, and valued it at \$3000. The second house was a better house. It was lined with paper, and was tongued and grooved lower story, no hard finish.

George Causeway sworn—Marine, Naval Dockyard. Knew Jones' house. Saw furniture in November. 3 and 6 bedrooms. Knew billiard, bar and other rooms down stairs. One dozen tables, etc., in dining-room; was in frequently; in bar, counter, chairs, etc. Was present at fire. Took bed, two chests, drawers, carpet out of Mrs. Jones' room; took furniture out of bar. In No. 6 there were two beds, blankets and mattresses. I slept in 30 double bed. There was bureau, washstand, etc., carpet and one piece beside the bed. There were clothes hooks, window-blinds, curtains. I was in No. 3 once. Know there were two beds in it, but don't know what else. I was in the room No. 3 six months before the fire. House I thought was well furnished. A fire-engine from dockyard was at fire. Only men from there assisted. Those in charge of hotel assisted.

Cross-Examined—Don't know how many bedrooms. Mrs. Jones occupied a bedroom down stairs—the only one there. I got to fire 6 a. m.; couldn't get upstairs. Then fire was at back of building; couldn't say which side. Outer stair is on right of building.

Dennis Deegan sworn—Know plaintiff. Was in their hotel two or three times. Went through house once; Mrs. Jones showed me through rooms when I called on her. It was 40 about two months before fire. The rooms I saw were comfortably furnished, carpeted,

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beds, etc. Saw all the rooms. Dining-room had usual furniture; bar well fitted up. Billiard room had one table. Mrs. Jones' room was well furnished. I didn't examine anything particularly.

Cross-Examined—Couldn't tell size of rooms. Some were large and some were small; down stairs, bar, billiard, kitchen, Mrs. J.'s room and private sitting-room. I never slept in house.

Frederick Jones sworn—Not related to plaintiff. Lived at house (International) six or seven months ending with the fire; regular boarder. Know bar part and my own room. On several occasions saw other bedrooms. All furnished in ordinary way, and alike, for workingman's hotel; similar furniture in his room. Was in Victoria night of fire. Went 10 to Victoria every Saturday night. At dinner could seat four at table; 6 or 7 tables.

(Exhibit "B")—Saw sitting-room once. List of furniture. Look at this, and see if correct. Objected to. Sustained objection. Deposition at inquest produced. Witness identifies his deposition. Furniture light wood, stained and varnished. My room was No. 5. Mrs. Jones was a good housekeeper, everything clean.

Cross-Examined—There are two hotels in Esquimalt; Mrs. Jones' furnished same way; in my room: bureau with glass, dining-table, washstand, double bed and stained chamber set, carpet, blankets. Some rooms had two beds, small table and cover; have bought furniture; am fireman at dry-dock. I bought at Weiler's six months ago, bed and set, etc., for \$25; mattress, \$8; chamber set, \$3; \$36.00. My room at Jones' was 8 by 10, carpet was 20 old; all would come to about \$40.00 new. I paid \$10.00 for bedclothes and pillows. Mrs. Jones told me bed was of feathers. I paid \$5.00 a week.

Amundale D. Green, sworn—Boarded at International; was in country time of fire; only saw rooms cursorily; had front room up stairs; double bed, table, bureau, washstand, two chairs, rocker, chamber set, glass, carpet, bedding, chairs cane. Boarded there twelve months, off and on. My room was best furnished of lot; another room about same; was at hotel 5 p. m., and left and went to Royal Oak night of fire.

Cross-Examined—Dock work ended in last of October; wasn't large number of boarders when dock under way; before fire only two boarders for about three months; before that don't remember. I made plan "D." My room was opposite; Gilmore's room about 830 by 11 or 8 by 12; have kept house; bedroom set worth about \$40.00; two years ago \$80 or \$90. It was stained maple. I had a feather bed at Jones' and spring mattress. There were about ten or twelve tables in dining-room.

Elizabeth Jones, sworn—Plaintiff's wife; manager International at Esquimalt; it and furniture belonged to husband. I made out list; Gilmore helped me. He put them down and price which I paid for them. What I told him was correct, and list was too; carpet in all bedrooms; never knew of any furniture being removed. There were eleven bedrooms in second story; Chinaman was sleeping in a detached building; Room 1; two beds, blankets, etc.; five spring mattresses and twelve feather and three hair beds; a good feather bed thirty or forty pounds at \$1.00; small blankets; small \$5.00, some larger \$7, \$8 per pair; 40 bought from Sehl, Weiler and different places, cash and credit; bought blankets Denny; A.

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B. Gray and all over, and from Page; carpets. Weiler, Brown and others; one dollar and a quarter per yard for same; my room and sitting room; had them two years; all furniture new, or as good as new; spring mattresses were made by our own man; all bedrooms furnished much same; Gilmore's, Green's and Jones' room better than all.

My own room, described furniture, carpet, etc.; feather bed alone was worth \$50; twelve dining tables, kitchen well furnished; describes it: Seven or eight dozen knives and forks, three or four dozen linen napkins, kitchen range, copper boiler (\$8.00), four or five dozen each of different kind of plates; also dishes, etc.; had sometimes forty men; nearly all could sit down.

Front parlor; sofa, six chairs, black walnut table, stove, little ornaments, whatnot, etc., 10 lamps, tapestry carpet, black hair eaned chairs, paid \$20, pictures, no looking-glass, lace curtains.

Bar, describes what was in it: Chairs, glass, counter, refrigerator, billiard table cost \$400.

The list I dictated to Mr. Gilmore I'm sure is correct: it was correct then.

Cross-Examined—Lot was leased \$5 per month by Jones; built when dock first started; house was burnt at 2 p. m. in Summer: was insured then in Northern \$5000; got amount. It was full insurance on house and furniture; no deduction for things saved, which were worth about \$2000. It was appraised at \$600; didn't include liquors; I couldn't tell who appraised; I only heard that an appraisement was made; don't know who 20 asked for it; never heard that articles were appraised at \$300 odd; what was valuable I put into new hotel. There was a small fire in Jones' room about six months before last fire; got \$12.90 for it as per receipt 6th November, 1887, endorsed on Policy, receipts, etc., for furniture all burnt; got furniture at Jewell's also. Couldnt say I bought more for cash from Weiler than on account. As to room No. 1, value perhaps \$125 or \$130. I made the feather beds; bought feathers and ticks; feathers from Indians; eleven rooms up-stairs. There were twelve featherbeds; only two small ones. We carried our own goods down by our own express wagon; got billiard from Portland agent. It came from Canada; we paid \$100 to agent, balance of \$400; table wasn't insured. The mirror in bar was saved from previous fire. The claim I put in referred to nine rooms only. My son pointed 30 out mistake of two rooms left out. I was excited after fire, hence mistake; got some tables and chairs from Weiler, Schl and Jewell; four bedroom sets; one from home, the other three from Weiler. One set of the three cost \$80; don't recollect what other two sets cost. I paid \$8.00 for some of the beds. They were much dearer than they are now. We had a Policy in the B. C. Company. They cancelled it.

Letter, 13. March, 1888, from Defendant's Solicitor to Plaintiff; notice to admit offer of \$2,500. As to claim of \$4000, denies it; 15. March, 1888, from Defendant's Solicitor to Plaintiffs, and executed proof of loss according to Policy. Mr. Walker then wrote, asking what proof; answer, 16. April, from Yates & Co. Refers Mr. Walker to terms of Policy.

As to Arbitration—Each party refused the other's appointment. See correspondence 40 This is admitted, \$13 of Policy. If any difference, and no fraud be suspected—Arbitration!

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Mrs. Jones recalled—Bought two sets from Sehl, one for \$135, for my daughter.

Case closed.

Mr. Davie 1st—Plaintiff has not proved ownership; 2d. Plaintiff out of Court on condition of Policy. (a) 11th section; within fourteen days to deliver statement and evidence.

"B"

ARBITRATION.

"A"

MR. TAYLOR, PARTU ON INSC, 193—WAIVED.

"B"

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RUSSELL, P. 62, 5 ED.

Mr. Taylor wishes amendment e. g.

Plaintiff further says that he did all acts necessary to comply with the condition in the policy of insurance in question in respect of arbitration and the defendant Co. waived any irregularity (if any) on the plaintiff's part in respect thereof. And the plaintiff further says the defendant Co. waived the irregularity (if any) with respect to the condition in the policy mentioned relative to preliminary proof of loss, and further that the defendant Co. never demanded any such proof. Amendment directed, but objected to. See *Tildeley v. Harper*, 709 C. D.

Plaintiff's case closed.

20

Mr. Davie addresses jury.

Claim on list \$3990.

Bedrooms \$125 to \$175.

Joshua Davies sworn—Auctioneer and appraiser Jones fire in 1885. Appraised for Findlay & Co. Press copy of appraisement shows valuation \$546.10; \$224.25 liquors, \$341.35 furniture, (objected to; admitted—Letter Book, p. 397.) Value put on is what furniture would bring if sold. All were damaged more or less.

Examined Goods—wet and dirty. Didn't value on cost price. Unable to answer. Ash suites \$20 to \$45. As to list "B" almost impossible to value. It would take \$2000 to furnish a house respectably.

30

Otto Weiler sworn—Furniture dealer's son. Know plaintiff and wife. Bought goods from us in June, '85, and to end of '85 \$234.39; in '86, \$29.37; in '87, \$3.75. In '85 carpets, etc., enumerates articles. Bedsteads, ash, 7, double, at \$7; single, \$3.75. Sometimes he bought for cash, but mainly more on credit.

Cross-Examined—Can't say what cash he spent. Would have known if cash customer.



Jacob Sehl sworn—Furniture dealer. No charges against Jones before '87. He bought for cash sometimes. He bought bedroom set in April, '87, for \$135; paid by \$25 monthly instalments. From '82 to '87 no charges made. Cash dealings between '82 and '87 wouldn't exceed \$500. Couldn't tell where goods were delivered.

Cross-Examined—Couldn't tell how much bought in any year; perhaps half in last two or three years.

Margaret Bogel sworn—Lived at Esquimalt. Remember fire was there quarter past 5 a. m. Lived next door. Saw fire; went in to wake Mrs. Jones. I roused Keeler up. Came back. Mrs. Jones came out with bundle. Went up to save men's clothes. Went to one of beds. It was on fire from roof. In young Jones' room bed and bureau and glass 10 were good. No chairs in Jones' room; no washstand, only bed and bedstead and bureau with glass. Floor partly bare. No washstand or crockery in the room. Furniture was light and common. In the other two rooms single bedstead in each; two sheets, pillow and counterpane. No blankets, no bureau, chairs, washstand in either. A strip of carpet was on it.

Cross-Examined—Some things were put on my verandah. They were taken from lower story. I was first one upstairs. Pictures and looking-glass from bar and things from dining-room and kitchen.

Archibald T. Muir sworn—Was present at fire. Lived 100 yards from it on same street. Watchman hailed me perhaps quarter past 5 a. m. I first saw about two feet 20 square of roof on chimney side on fire. Nobody about. Tried to get aid, etc. Ten minutes afterwards I went into bar-room and sung out fire, and found Gilmore, and told him he ought to have given warning. Went to young Jones' room and began moving his clothes. Fire in two rooms also. In Jones' room was bed, bureau, no chairs, washstand or chamber set. Looked under his bed and saw no articles. Saw Mrs. Bogle there. Things out on Jones' verandah were Jones' and Gilmore's trunks, books and small workbox.

Cross-examined—There perhaps five minutes before Mrs. Bogel.

Mr. Davie applies to have Stephen Jones' deposition taken at fire. Inquest admitted as evidence for defence by being read. Objected to. Objection sustained.

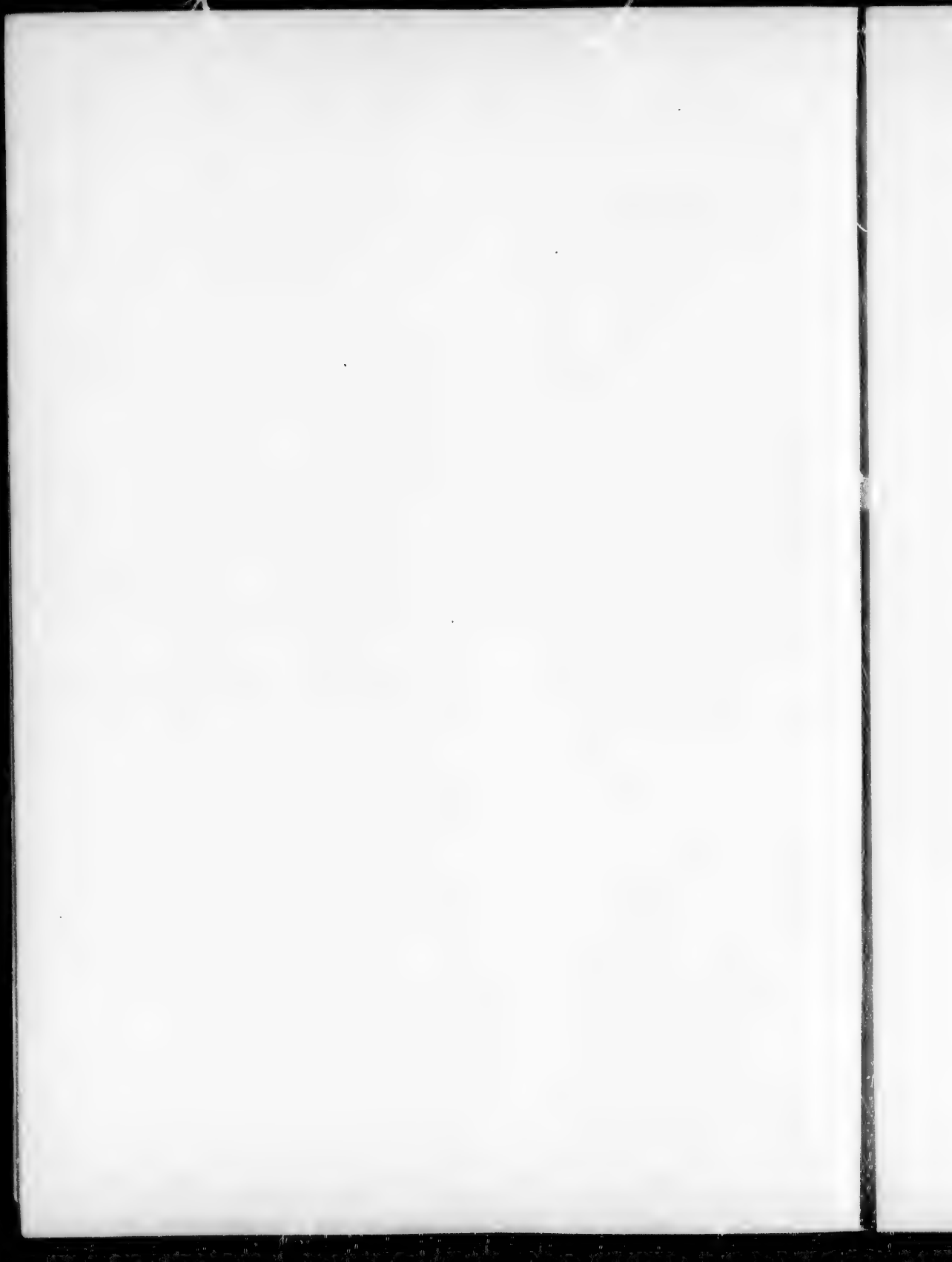
Mr. Davie addresses jury.

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Dwells on statement of articles sent in on claim by Mrs. Jones

COPY OF MR. JUSTICE WALKER'S CHARGE.

Charge; described cont. as one of indemnity for loss; condition formed part house and goods; separate value, \$2,000 each; As to statement of loss Company had not insisted upon proper one being put in, supported by solemn declaration or other evidence, but received it without objection within 14 days, and afterwards made an offer of \$2,500 on it. Jones' clerk at Defendant's office, in and out several times after fire, and no objection to claim in its then shape. That fact and correspondence was evidence of waiver of condition as to claim. Still Company couldn't settle without it. If they had intended to rely upon



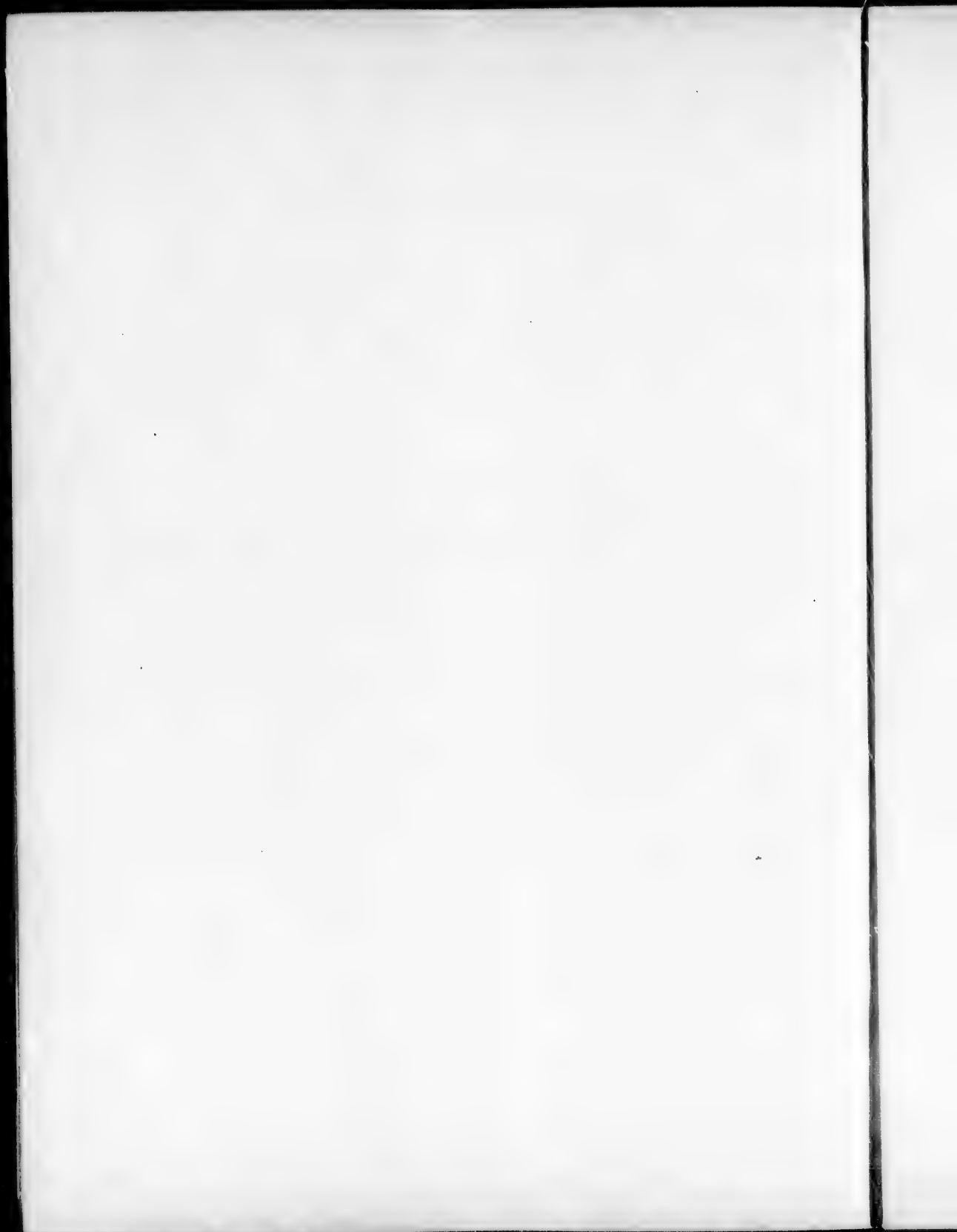
condition they should have insisted on its fulfillment and they would have been in a better position. Same might be said as to arbitration clause. They objected to arbitration instead of consenting and then appointing one themselves. Jones did the same and both waived the arbitration clause. Mrs. Jones' statement of value of articles a very incorrect one and amount extravagant (\$3,300). Still \$2,000 only insured for. Was that amount there? Referred to evidence of class of hotel and lodgers. Barren character of furniture for such. Evidence of Mr. Jones and other witnesses for Plaintiff (excepting Mrs. Jones) referred only to a few rooms and unsatisfactory. There was a distinction between excessive valuation, and claim for goods not on premises, which would be fraudulent. Night of fire two lodgers away. Only Mrs. Jones and book-keeper left on premises. Chinese cook 10 in detached building.

Mr. Jones, witness, left his room for Victoria, fully furnished (stating articles) night before fire. Next a. m. when fire occurred, some of the furniture he described was not there at all. There was no evidence to shew what had become of it, or of some furniture in two other rooms. It might have been outside, but no evidence of it. Only bar-room furniture there. One witness sworn, Mrs. Jones, took no interest in stopping fire, etc. Another that she was dazed. Referred to two previous fires in which Jones had been paid what he claimed; 1st, \$5,000, and 2nd, \$12.00 or \$13.00. It was curious, worthy of observation, that he should be, as it were, haunted with fires, and always insured and be paid. Referred to peculiar circumstances of fire and its origin unaccounted for in roof; no fire lit 20 in the kitchen and Chinaman in his bed (outside shed). Roof in February not like the roof in summer when fire might have been smouldering. Still only fair to say in absence of proof of fraud that the circumstances should not affect present insurance contract, which stood on its own bottom. Referred to Schl's and Weiler's bills and their small amounts in proportion to claim made. No effort made by Plaintiff to prove his loss except through his wife (who excused her valuation by alleging excitement at the time). Advised jury not to give much weight to Mrs. Jones' evidence. No evidence but Mrs. Jones' of a larger amount of articles being stowed in attic—piles of blankets, etc., and in winter when wanted, if wanted at all. His absence from witness box (though present), to be considered, as he, and not wife, claimed damages. Wife sworn to feather beds, etc., and spring mattresses; 30 home manufacture; and value of feather beds, etc.; but no direct evidence of value of mattresses; only one chair sworn to worth \$40; all others common; and com. 7 bedsteads, large, \$7 each; small, \$3.75. Price of articles generally not proved. Jury had to consider all evidence and come to a fair conclusion, fair to both if possible, and whether \$2,000 would be required for such an hotel, and (was there) in the shape of furniture which was destroyed by the fire. Value of house satisfactorily proved. Left question to jury irrespective of my opinion and advised them to bring in a general verdict.

Defendant's Counsel wished following questions, which he handed to me in writing, put to jury to find a special verdict upon.

"Was the claim of \$3,300 odd sent in by Jones a fair and accurate statement of loss? 40 or was it a false statement to plaintiff's knowledge?"

"Was there any fraud in the statement?"—and wished direction that if they found the statement was intentionally false in any material particular—verdict for defendant.



Refused to leave questions thus as points involved in them had been placed before jury, or to so direct jury beyond asking them, which I did, to consider distinction between excessive valuation and fraudulent claim for furniture not in house at all, and therefore not destroyed by fire.

Jury retired 9:30 p.m.; Sheriff's time, 20 minutes to 10 p. m.; called in at 20 min. to one a. m. Verdict of three-fourths—6 out of 8—\$3,500.00.

Mr. Davie moves (R. 382). to deprive plaintiff of costs, as no claim put in according to contract.

Mr. Taylor.—Fraud has been charged and not proved—Costs allowed—judgment (on motion) for plaintiff for amount of verdict with costs. 10

ORDER EXTENDING TIME

[Stamps 60 cents.]

Upon hearing Mr. Theodore Davie as of Counsel for the Defendants, and Mr. Walker as of Counsel for Plaintiff.

It is ordered that the Defendant's time for moving for an order nisi for a new trial be extended for ten days from this date, and that the costs of this application be costs in the cause.

Dated the 22nd day of January, 1889.

"GEO. A. WALKER," J

ORDER OF DIVISIONAL COURT FURTHER EXTENDING TIME. 20

[Law Stamp \$1.00.]

Upon motion made to this Honorable Court by Mr. Theodore Davie, C. C. of Counsel for the Defendants, and upon hearing Mr. Walker, of Counsel for the Plaintiff. It is ordered that the Defendants time for moving for a new Trial be, and the same is hereby enlarged until the Eleventh day of March next.

By the Court,

HARVEY COMBE,
Deputy Registrar.

Victoria 8th November 1877

Printed for the Proprietor, Messrs. G. & J. G. G. G.

Victoria 8th November 187

Received from the Guardian Assurance Company
the sum of \$1290 in full discharge of all claim upon
them under Policy No 1422403 for damage occasioned by
a fire which occurred on my premises on the evening
of 6. November. In consideration of the same it is hereby
agreed that the sum insured by the said policy shall
stand reduced by the above amount until the date of
the next renewal.

(Sd) Stephen Gore

Witness
L. Gibbons

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In a Name of, and a
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Witness
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LONDON.

Established 1821.

SUBSCRIBED CAPITAL £2,000,000 STERLING.

Directors.

HENRY JOHN NORMAN, Esq.
DAVID POWELL, Esq.
AUGUSTUS PREVOST, Esq.
JOHN G. TALBOT, Esq. M.P.
HENRY VIGNE, Esq.

Manager of Fire Department—F. J. MARSDEN

THE CONDITIONS

UPON WHICH THIS POLICY IS GRANTED

1.—Every person desirous of effecting an Insurance must state his name, place of abode, and occupation; he must describe the construction of the Buildings to be insured, where situated, and in whose occupation, of what materials the same are respectively composed, and whether occupied as private dwelling-houses, or how otherwise: also the nature of the goods or other property on which such Insurance is proposed, and the construction of the Buildings containing such property, and whether the same are situated in a street, or in a place where there are other manses in common fire-places, in any of the said Buildings, or connected therewith. Any mis-statement in the above particulars will vitiate this Policy.

2.—Every Increase, contingent with particular circumstances of risk, arising from the situation, contiguity to other buildings, or construction of the premises, or the nature of the trade carried on, or goods therein, is to be specially mentioned in the order for the Policy, so that the risk may be fairly understood. If any hazardous operation or trade shall have been charged upon the risk, or effected upon a lower premium than it would have been charged had such risk been fairly stated; or if Buildings or Goods be described in the Policy otherwise than they really are; or if after an Insurance shall have been effected, there shall be any erection or alteration, or extension of the premises, or means to increase the risk, or any hazardous operation or trade shall be carried on, or any hazardous goods be deposited, or any hazardous communication be made, and the same be not respectively made known to the Company or its Agent in writing, or if the Assured shall be negligent in not paying any such increase of premium demanded in consequence of increase of risk, arising from any of the aforementioned circumstances, the Assured will not be entitled to any benefit under the Policy. The Company shall have the option, either on account of such increase of risk or for any other cause, of terminating the Insurance upon giving notice thereof to the Assured, and of returning the Premium for the unexpired period of the Policy, at a rateable proportion of the Premium for the unexpired period of the Policy.

8.—No Insurance proposed to this Company is to be considered in force until the Premium, or a Deposit on account thereof, be actually paid. No Receipts are to be taken for any Premiums of Insurance, or Deposit, but such as are printed and issued from the Office, and signed by the Agent.

4.—The Interest of any deceased person in any Policy of this Company may be continued to the Executor or Administrator, or to the person otherwise entitled to receive the sum insured by the person so entitled shall present his or her interest therein, to be endorsed on the Policy, at the Office of the Company, or by the Agent, but not otherwise, and if Goods insured be removed to any other situation than where the same were deposited as the means of effecting the Insurance, such removal must be also authorized by endorsement on the Policy, and a Premium paid, if the risk be increased by the removal in proportion to such increase. In all cases where removal of goods is not regularly intimated, this Policy shall be void.

5.—Any Persons who shall have effected an Insurance on any Dwelling houses or other Buildings, and shall change the same to other houses or buildings, may have the benefit of their original Policies, if the nature and circumstances of their risk be not altered, upon their giving due notice of such change to the Company or its Agent, and the same being allowed by indorsement to be made upon the Policy.

6. - Persons insuring Property with this Company must give notice of any other insurance made elsewhere on the same property on their behalf, and send a minute or memorandum of such other insurance to be indorsed on their Policy, and this Company shall only be liable to the payment of a reasonable proportion of any loss or damage, which may be sustained. In case such insurance shall be subject to Average, then this Insurance, if not already so shall be subject to Average in the same way.

7. - Insurances on Buildings and Goods in Trust or on Commission, must be endorsed and declared at the time of effecting such Insurances otherwise the Policy will not extend to cover such property.

8.—Books of Account, Deeds, Notes, Bills, Bonds, and written Securities, Stamps, Money, and Gunpowder, cannot be insured upon any terms. Watches, Trinkets, Jewels, Gold, Silver, and Sculptures, Jewels, Jewels, Picture Prints, Engravings, Maps, Globes, Miscellaneous, or rare Books, Musical, Mathematical, and Philosophical Instruments, China, Glass, Earthenware, and Looking Glasses, are not included in any Insurance, unless they are specified in the Policy. No more than \$10 sterling will be allowed on any one Picture or other article having an artistic or fancy value, unless each such article be specified, and the value stated in the Policy, or in a separate catalogue deposited with and allowed by the Company or its Agent.

9.—*Losses arising from fire caused by Lightning* will be made good by this Company. No allowance will be made for any Hay, Corn, Agricultural Produce, or other property which may be destroyed or damaged by its own natural heating, nor for any Goods which may be destroyed or damaged while undergoing any process, or by fire from the application of direct heat necessary to the carrying out of any Company's operations, or from the damage caused by lightning for such loss or damage as may arise from explosion by common fire, nor for such loss or damage as may arise from flash fire, or the burning of Forests. This Company neither will be answerable for any loss or damage occurring on premises where the Company's property is stored, nor for any loss or damage to the contents of the five millions of tons of Coal or other Mineral Oil kept in stock, or for quantities are specified in the Policy and allowed by the Company.

10.—No loss or damage will be paid on fire happening by any invasion, foreign enemy, civil commotion or riot, or any military or usurped power whatsoever, nor for any damage done by fire occasioned by earthquakes, hurricanes or volcanic eruptions. The Company neither will be answerable for any loss or damage arising from the use of Fire in Buildings unprovided with good and substantial stone or brick chimneys, or in buildings constructed of plaster-work from the Laws or Regulations of Police made to prevent accidents from fire, or places where Laws and Regulations on this subject exist.

[illegible]

12 - Persons insured by this Company, and who may suffer, shall receive their indemnity without deduction or discount, but in no case whatever shall profit of any kind be included in such claim and where property insured is only partially damaged, no abandonment of the same shall be allowed unless by consent of the Company or its Agent. In case it shall become necessary to remove property to escape conflagration, the Company will contribute ratably with the Assured and other Companies interested in the exposure of such removal, and the damage the property may sustain in consequence thereof. In every case of loss, the Company reserves to itself the right of reinstatement in preference to the payment of claims, if it shall judge the former course to be most expedient.

13. If any difference shall arise with respect to the amount of any claim for loss or damage by fire, and no fraud be suspected, such difference shall be submitted to arbitrators indifferently chosen whose award or that of their umpire shall be conclusive.

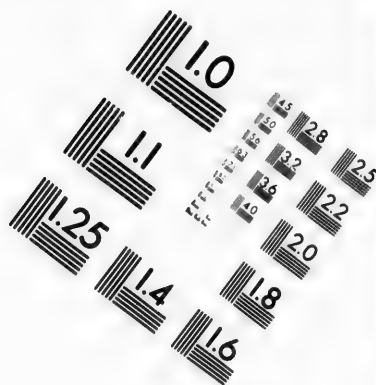
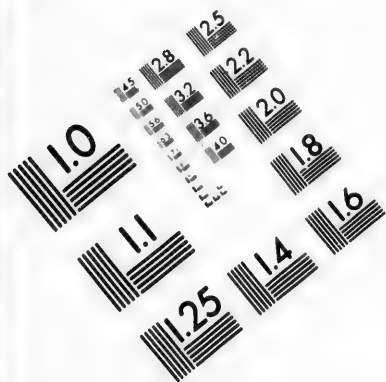
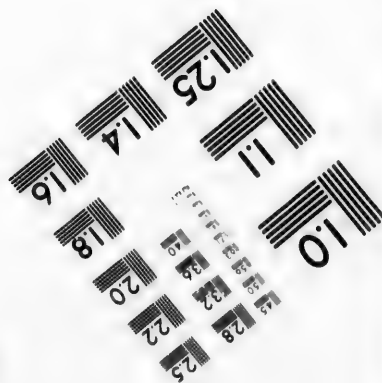
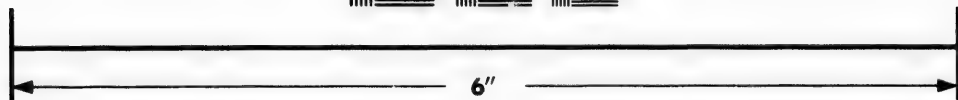
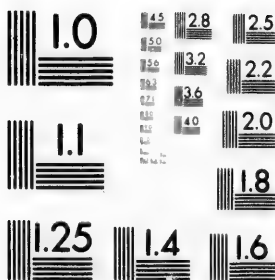


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WEBSTER, N.Y. 14580
(716) 872-4503

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Foreign Policy
No 1422703

Sum assured
\$4,000



Whereas *Mr. Stephen Jones*
has paid the Sum of *One Hundred Dollars*
Turner Beeton & Co. as authorized Agent at *Victoria*
of London, being the Premium for insuring from Loss or Damage by fire, the Property hereof

Two Thousand
On his one storey frame building
used as an Hotel situated at *Esplanade*
Hotel.

Two Thousand
On his furniture beds bedding
all while contained in the above



Victoria, B.C., Agency.

PREMIUM.

From 15th October 1887
to 15th October 1888 } \$100.00

Jones

Three Dollars
Victoria B.C.

to the undersigned
of the Guardian Fire and Life Assurance Company,
the Property hereby described, not exceeding the Sum specified on each Article, namely:—

Thousand Dollars
building, cotton lined on frame partitions
at Esquimalt and known as the International

Thousand Dollars
building crockeryware, glassware & kitchen utensils
above Hotel.

Now be it hereby known, that the Stocks and Funds of the said Company s
Deed of Settlement bearing date the Seventeenth day of December 1821, and of the Gr
Company's Act 1866, to pay or make good to the said Assured, *his* Executors, Administr
and with the Consent of the Directors, or their authorized Agent, (but not otherwise), a
mentioned, from the *18th* day of *October* 18 *6* to the *18th* day
no more than the Sum of *Four Thousand Dollars*
according to the tenor of the Terms and Conditions contained in or endorsed on this Policy,
further like period, and so on in succession so long as the Assured shall pay the aforesaid Pre
fixed for the expiration of the same period, and the Company, or their authorized Agents, sh

Provided nebertheless, and it is hereby declared that this is a Policy gra
Act 1850, and of the Guardian Assurance Company's Act 1866, and that the Party hereby in
Company, and that the Capital Stock and Funds of the said Company shall alone be liable a
under or by virtue of this Policy, and that no Proprietor or Member of the Company shall b
anywise charged by reason of this Policy or Instrument of Insurance, beyond the Amount of
of the original and fundamental Principles of the Company, that the Responsibility of the ind

In Witness whereof, *they* being duly authorized hereunto for and on b
their Name *s*, and affixed *their* Seals this *Twenty Second* day of *November*
fully declaring *themselves* in no way responsible in person or estate under this As

Witness *Lister Gibbons*

the said Company shall be subject and liable, pursuant to the provisions of the said Company's Act 1871, and of the Guardian Assurance Company's Act 1850, and of the Guardian Assurance Company's Regulations, Executors, Administrators, or Assigns (provided that the Interest in this Policy be assigned by Deed or otherwise), all such Loss or Damage as shall happen by Fire to the Property above-described.

Dated the 1st day of October 1891 at 6 o'Clock, p.m., amounting in the whole to £1000

sed on this Policy, and further that this Policy may be renewed and continued in force for a
y the aforesaid Premium to the said Company, or their authorized Agent , on the day herein
hORIZED AGENT, shall accept the same Premium.

his is a Policy granted pursuant to the provisions of the Guardian Assurance Company's the Party hereby insured shall not be entitled to participate in any of the Profits of the said all alone be liable as aforesaid to answer and make good all Claims and Demands whatsoever the Company shall be in anywise subject or liable to any such Claims or Demands, nor be in and the Amount of his or her Share or Shares of such Capital Stock or Funds, it being one nsibility of the individual Members shall in all Cases be limited to their respective Shares.

into for and on behalf of the Guardian Assurance Company, have hereunto subscribed of *November* One Thousand Eight Hundred and *eighty six*, but hereby estate under this Assurance, or for any Act done in consequence thereof.

Turner & Borton Co.

*For the Guardian Assurance Company,
per Power of Attorney.*

ursed to ascertain that it is made out in accordance with your intentions.

For Guardian Co. 2/11/88
GUARDIAN
 ASSURANCE COMPANY,
 LONDON.

No. 1422703.

Premises _____

Sum Assured . . . \$ 4000-

Premium . . . \$ 100-

Expires 15th October 1887

"B" produced at Fire Insured (International Hotel) Esquimaux 1st March 188

J. Harrison S. H.

Guardian & Co
24th St.
CITY APT 11